INITIAL LICENSURE APPLICATION
Version 11.2016

Name of Applicant: The American Center for Bioregulatory Medicine and Dentistry, LLC, together with its parent companies Bioregulatory Medical, LLC, Bioregulatory Dental, LLC, and Robert Woodford Enterprises, LLC
Name of Facility: The American Center for Bioregulatory Medicine and Dentistry
Date Application Submitted: November 1, 2017
Amount of Fee: $6,657.37

All questions concerning this application should be directed to the Center for Health Systems Policy and Regulation at (401) 222-2788

Please have the appropriate individual attest to the following:

"I hereby certify that the information contained in this application is complete, accurate and true."

Michael Baldwin 10/24/2017
signed and dated by the President or Chief Executive Officer

Teresa J. Tavares 10/24/2017
signed and dated by Notary Public

Table of Contents:

1. Requested Facility License (select only 1 per application):

	(Outpatient) Kidney Treatment Center (R23-17-DIAL)
✓	Organized Ambulatory Care Facility (R23-17-OACF)
	(Outpatient) Birth Center (R23-17-BC)

2. Please provide an executive summary describing the nature and scope of the proposal which should at least include the following: (1) identification of all parties and their track record and experience, (2) the types of services to be offered, (3) operational information about the proposed facility (hours of operation, whether the site if leased or owned, geographic area to be served, estimated date of when service will start being offered, if approved), (4) whether the applicant will seek professional accreditation from a nationally recognized accrediting agency (eg. CHAP, JACHO, etc.).

This is an application for the Initial Licensure of the American Center for Bioregulatory Medicine and Dentistry ("ACBMD"), an organized ambulatory care facility that will provide alternative, holistic medical and dental treatment focused on identifying the root cause of illness and promoting the body's capacity for natural healing. Bioregulatory (also called biologic) medicine and dentistry incorporates many of the great healing modalities of the world, such as homeopathy, naturopathy, Chinese medicine, ayurvedic practice, and many others with respect to a patient's entire state of physical and emotional well-being.

ACBMD will use non-invasive and minimally invasive diagnostic tools such as Bio-impedance Analysis (BIA), Heart Rate Variability (HRV) testing, Digital Pulse-Wave Analysis (DPA), and Computerized Regulation Thermography (CRT), among others, to help determine the underlying factors causing a person to present with a certain illness. Treatment therapies may include exercise with oxygen therapy (EWOT), electron foot baths, soundbed therapy, hyperbaric oxygen treatment, IV nutrient therapy, magnapulse therapy, the removal of toxic elements such as mercury fillings and corrosive metals in dental implants, and other naturopathic and holistic treatments that work with the biology of the body and its natural healing capabilities and also consider the spiritual, emotional and physical aspects of disease.

Located in leased space at 111 Chestnut Street in Providence, ACBMD will offer services 7 days a week, from 8:30 a.m. to 6 p.m. Monday through Friday, 10:00 a.m. to 4:00 p.m. on Saturday and 10:00 a.m. to 2:00 p.m. on Sunday. As the only clinic in the region to integrate both bioregulatory medical and dental treatment, ACBMD will draw patients from throughout New England and the country. Treatment programs typically last between 5 and 21 days, so patients travelling to ACBMD will reside in local hotels and can enjoy the amenities of Providence and the State during their stay. ACBMD hopes to begin offering services in late winter or early spring 2018.

The applicants are ACBMD and its two Rhode Island parent companies: Bioregulatory Medical, LLC and Bioregulatory Dental, LLC. Bioregulatory Medical is 35% owned by Dr. Jeoffrey Drobot and 65% owned by Robert Woodford Enterprises, LLC. Bioregulatory Dental is 35% owned by Dr. Gerald Curatola and 65% owned by Robert Woodford Enterprises, LLC. Robert Woodford Enterprises is 100% owned by Robert Dulaney. See Tab 12.

A graduate of the National College of Naturopathic Medicine in Portland, Oregon, Jeoffrey Drobot,

NMD, is internationally recognized as a leading authority in the fields of European Biological Medicine, chronic and autoimmune disease treatments, detoxification, hormonal imbalance correction and customized sports medicine and nutrition programs. He is the founder of the American Center for Biological Medicine, a private practice located in Scottsdale, Arizona. He will be contributing his professional expertise to ACBMD.

Gerald Curatola, DDS, is the founder of Rejuvenation Dentistry, a private practice in New York City, focused on a holistic approach to oral and overall healthcare. Well-known as a celebrity dentist, Dr. Curatola is recognized internationally as a top practitioner in his field. His client list includes a number of A-list entertainers, models and athletes who have come to trust his skill for full mouth reconstructions and smile makeovers, as well as his ability to enhance overall wellness with his knowledge of alternative medicine. Dr. Curatola's dental advice has been showcased on Dr. Oz's television program, the Fox News Channel, AOL Health, The Martha Steward Show, and on shows hosted by Katie Couric and Meredith Viera. Like Dr. Drobot, Dr. Curatola will be contributing his professional expertise to ACBMD.

Robert Dulaney is a private equity investor with a deep and personal commitment to promoting bioregulatory medicine and dentistry. He is a philanthropist, a well-regarded visionary, and a successful entrepreneur. Mr. Dulaney will be contributing $3.6 million (100% equity) as start-up and operating funds for ACBMD through his company Robert Woodford Enterprises, LLC. See Appendix A.

ACBMD is not seeking accreditation, since there is no national accrediting body for bioregulatory medicine and dental clinics.

3. Legal name and address of the applicant (i.e the proposed licensee):

Name: The American Center for Bioregulatory Medicine and Dentistry		Telephone:	TBD
Address: 111 Chestnut Street, Providence, RI	Zip Code:	02903	

4. Information of the President or Chief Executive Officer of the applicant:

Name:	Michael Baldwin	Telephone:	508-748-0800
Address:	204 Spring Street, Marion, MA	Zip Code:	02738
E-Mail:	mbaldwin@baldwinbrothersinc.com	Fax:	

5. Information for the person to contact regarding this proposal (only if different from the President/CEO in Question 4):

Name:	Adelita Orefice, Esq.	Telephone:	401-454-0400
Address:	One Cedar Street, Suite 300, Providence, RI	Zip Code:	02903
E-Mail:	aorefice@dbslawfirm.com	Fax:	401-454-0404

6. Applicant's legal status: ___ Sole Proprietorship ___ Partnership

___ Corporation ✓ Limited Liability Corporation

Applicant's tax status: ✓ For-Profit ___ Not-For-Profit

7. Name of the proposed facility administrator, please also attach a job description for the position and a resume (with professional references & phone numbers) for this individual:

Michael Baldwin will serve as the Administrator for the American Center for Bioregulatory Medicine and Dentistry. The job description and Mr. Baldwin's resume are included under Tab 7.

8. Will the facility be operated under management agreement? Yes___ No ✓

- If response to Question 8 is "Yes", please provide copies of that agreement.

9. Will the facility offer healthcare services provided under contract with an outside party? Yes___ No ✓

- If response to Question 9 is "Yes", please identify and describe those services to be contracted out.

10. For all plans for new construction or the renovation, alteration, extension, modification or conversion of an existing facility, the plans must be reviewed by a licensed architect acceptable to the Director. Please provide a copy of the architect's signed certification stating that the plans comply with the construction requirements outlined in the applicable rules and regulations.

Architect's signed certification is included under Tab 10.

✓ In the event of non-conformance with any construction requirements for which the facility seeks variance(s), please include details of the non-conformance for which the variance(s) is sought and alternate provisions made, as well as detailing the basis upon which the request is made.

The Applicant is seeking two variances. The first is a variance from requirements of Section 3.14-3.2.2.2 regarding clearances. Due to plan configuration limitations that are attributable to working within the existing structure, the minimum clearance of 2' 8" cannot be provided at the feet of the dental chairs in Rooms "Dental 1," "Dental 2," "Dental 3," and "Dental 4." The required minimum clearances will be provided to both sides of the chairs and to the head. The second is a variance from requirements of Section A3.14-3.4 regarding treatment and recovery spaces for anesthesia use. Due to plan configuration limitations that are attributable to working within the existing structure, the space available for patient recovery is limited to a patient chair in an alcove off the hallway. See Tab 10 and Tab 27.

11. Please demonstrate that the facility, as proposed, will be in full compliance with all applicable rules and regulations and not require any variances (apart from any variance(s) requested for the physical facility as outlined in Question 10).

Please see Architect's certification letter, included under Tab 10, indicating that the proposed facility will comply with all applicable rules and regulations. The project does not require any variances apart from the variance summarized in Question 10.

❑ If the facility finds that a literal enforcement of the provisions of any rule and regulation will result in unnecessary hardship to the applicant and that such variance(s) will not be contrary to the public interest, public health and/or health and safety of patients, please include details of the non-conformance for which the variance(s) is sought and alternate provisions made, as well as detailing the basis upon which the request is made.

12. Please provide an organizational chart identifying all "parent" legal entities with direct or indirect ownership in or control of the applicant, all "sister" legal entities also owned or controlled by the parent(s), and all "subsidiary" legal entities owned or controlled by the applicant.

The Applicant's organizational chart is included under Tab 12.

13. For all entities identified in response to Question 12, please provide a brief narrative clearly explaining the relationship of these entities to each other and to the applicant, including ownership.

As the organizational chart provided under Tab 12 illustrates, the American Center for Bioregulatory Medicine and Dentistry is owned fifty percent (50%) by Bioregulatory Medical, LLC, and fifty percent (50%) by Bioregulatory Dental, LLC, both Rhode Island companies. Bioregulatory Medical is, in turn, owned sixty-five percent (65%) by Robert Woodford Enterprises, LLC ("RWE"), which is incorporated in Kentucky, and thirty-five percent (35%) by Jeoffrey Drobot, NMD. Similarly, Bioregulatory Dental is owned sixty-five percent (65%) by RWE and thirty-five percent (35%) by Gerry Curatola, DDS. RWE is one-hundred percent (100%) owned by Robert W. Dulaney.

14. Does the entity seeking licensure plan to participate in Medicare or Medicaid (Titles XVIII or XIX of the Social Security Act)?

MEDICARE: Yes___ No ✓ MEDICAID: Yes___ No ✓

✓ If response to Question 14, for either Medicare and/or Medicaid is 'No', please explain.

The bioregulatory services to be offered at the clinic are not covered services under Medicare or Medicaid.

15. If the proposed owner, operator or director of the proposed health care facility owned, operated or directed a health care facility (both within and outside Rhode Island) within the past three years, please demonstrate the record of that person(s) with respect to access of traditionally underserved populations to its health care facilities.

None of the proposed applicants or their owners own, operate or direct any health care facilities

within or outside of Rhode Island. Jeoffrey Drobot, NMD, is licensed as a naturopathic doctor in Arizona and owns his own naturopathic practice in that state. It is a private practice and is not licensed as a health care facility. Gerald Curatola, DDS, is licensed as a dentist in New York and owns his own dental practice in that state. It is a private practice and is not licensed as a health care facility.

16. Please provide a copy of proposed charity care policies and procedures and charity care application form.

See Tab 16.

17. Please identify the proposed immediate and long-term plans of the applicant to ensure adequate and appropriate access to the program and health care services to be provided by the proposed health care facility to traditionally underserved populations.

The American Center for Bioregulatory Medicine and Dentistry is committed to educating the public about the benefits of alternative therapies to traditional medicine and dentistry. Through a series of education and awareness campaigns designed for a variety of audiences, the Center hopes to attract patients who represent all parts of our community. The Center's Scholarship Program, attached at Tab 16, is designed to ensure that anyone who wants to receive treatment at the Center will be able to do so regardless of their ability to pay directly for the services.

18. Will the facility provide healthcare services (for which it is seeking licensure) to patients without discrimination, including the patients' ability to pay for services? Yes ✓ No___

    - If response to Question 17 is "No", please explain.

19. Please identify any state or federal licensure or certification citations and/or enforcement actions taken against the applicant and their affiliates within the past 3 years and the status or disposition of each.

None.

20. Please provide a list of pending or adjudicated citations, violations or charges against the applicant and their affiliates brought by any governmental agency or accrediting agency within the past 3 years and the status or disposition of each.

None.

21. Please provide a list of any investigations by federal, state or municipal agencies against the applicant and their affiliates within the past 3 years and the status or disposition of each.

None.

22. Please identify any planned actions of the applicant to reduce, limit, or contain health care costs and improve the efficiency with which health care services are delivered to the citizens of this state.

Spending on traditional healthcare in the U.S. is at an all-time high and continues to grow. The

American Center for Bioregulatory Medicine & Dentistry will offer state of the art alternative medicine and dental treatments with a focus on assessing the root cause and promoting the self-healing properties of the body. By identifying the root cause of a patient's condition and helping the body to heal itself, the Center's therapies may reduce a patient's overall healthcare expenses.

Much of what health statistics reveal is that personal choice and healthy lifestyles play a large role in overall health and wellness. A major emphasis of the clinic is healthy diet and lifestyle along with targeted state–of –the-art technological diagnostic tests. The insight provided allows for a safe and targeted approach to detoxification which, in turn, strengthens the body's ability to self-regulate. Through many sophisticated treatment modalities and ongoing support, the body is brought to a place of healing and restoration. This type of medicine can be an adjunct to traditional medicine. Indeed, traditional medicine has been trending toward alternative therapies as science and research reveal more about how our minds and bodies really work.

A person who is brought into healthy balance and is taught the skills to maintain a healthy lifestyle will avoid both acute and chronic conditions and potentially save thousands in healthcare costs. The American Center for Bioregulatory Medicine will provide a unique niche in the high-demand field of alternative medicine and will enhance the state and local community by providing local jobs, bringing revenue to the city of Providence through medical tourism, and by enhancing the health of local citizens.

23. Please provide a copy of the Quality Assurance Policies (for the proposed services) and a detailed explanation of how quality assurance for patient services will be implemented at the proposed facility.

A description of the Applicant's Quality Assurance Program and related policies are included under Tab 23.

24. Please provide a detailed description about the amount and source of the equity and debt commitment for this transaction. (**NOTE**: If debt is contemplated as part of the financing, please complete Appendix C). Additionally, please demonstrate the following:

A. The immediate and long-term financial feasibility of the proposed financing plan;

As with most start up healthcare facilities, the Applicant expects that the American Center for Bioregulatory Medicine and Dentistry will operate initially at a loss but will begin earning a profit by its first full year of operation. See tables in Appendix A.

B. The relative availability of funds for capital and operating needs; and

Robert Woodford Enterprises, LLC will fund the capital and operating needs of the clinic with cash through the clinic's parent companies.

C. The applicant's financial capability;

Robert W. Dulaney is the 100% owner of Robert Woodford Enterprises, LLC ("RWE"),

which will provide the operating and capital funds for the clinic. Attached under Tab 24 is a letter from Mr. Dulaney's investment management firm attesting to his financial capacity to support the creation and ongoing operations of the clinic as summarized in Appendix A, Table 1.

25. Please provide legally binding evidence of site control (e.g., deed, lease, option, etc.) sufficient to enable the applicant to have use and possession of the subject property.

See Tab 25.

26. Please identify any zoning approvals that may be required in order to implement this proposal and the applicant's actions taken to date to obtain such approvals.

There are no zoning approvals required for this proposal.

27. Please provide pictures and schematics of the proposed facility in sufficient detail to show use and dimensions of the space.

See Tab 27.

28. Please provide each of the following documents applicable to the applicant's legal status:

- ☐ Certificate and Articles of Incorporation and By-Laws (for corporations)
- ☐ Certificate of Partnership and Partnership Agreement (for partnerships)
- ☑ Certificate of Organization and Operating Agreement (for limited liability corporations)

Applicant is a Limited Liability Company that is owned, in part, by three other limited liability companies. The Certificates of Organization and Operating Agreements for each are included under Tab 28.

29. If the applicant or one of its parent companies (or ultimate parent) is not a publicly traded corporation, please provide the audited financial statements for the most recent three years, if applicable.

The Applicant and its parent companies were all newly created for this project and have conducted no business yet. Therefore, there are no financial statements.

30. If the applicant or one of its parent companies (or ultimate parent) is a publicly traded corporation, please provide copies of its most recent SEC 10K filing.

Not applicable; neither the applicant nor its parent companies are publicly traded.

31. All applicants please complete Appendixes A, D, and E.

APPENDIX A

Appendix A

1. Please indicate the financing mix for the capital cost of this proposal, if applicable. **NOTE:** the Health Services Council's policy requires a minimum 20 percent equity investment.

Source	Amount	Percent	Interest Rate	Terms (Yrs.)
Equity*	$3,610,657	100%		
Debt**			n/a	n/a
Lease				
TOTAL	**$3,610,657**	**100%**		

* Equity means non-debt funds contributed towards the capital cost related to a change in owner or change in operator of a healthcare facility which funds are free and clear of any repayment or liens against the assets of the proposed owner and/or licensee and that result in a like reduction in the portion of the capital cost that is required to be financed or mortgaged.

** If debt financing is indicated, please complete Appendix C.

2. Please identify the total number of FTEs (full time equivalents) and the associated payroll expense (with fringe benefits) required to staff this proposal.

	RAMP UP YEAR 2018		FIRST FULL FISCAL YEAR 2019	
Personnel	**Number of FTEs**	**Payroll W/Fringes**	**Number of FTEs**	**Payroll W/Fringes**
Medical Director	1.00	$52,000	1.00	$260,000
Physicians	2.50	$478,833	2.50	$718,250
Administrator	1.00	$43,333	1.00	$130,000
Director of Nursing				
RNs	1.00	$95,333	1.00	$143,000
LPNs				
Nursing Aides				
PTs				
OTs				
Speech Therapists				
Clerical	4.00	$189,800	4.00	$284,700
Housekeeping				
Other:				
Dental Hygienist	1.00	$78,000	1.00	$117,000
Dental Assistant	1.00	$34,667	1.50	$78,000
Medical Technician	2.00	$46,800	2.00	$70,200
TOTAL:	**13.50**	**$1,018,766**	**14.00**	**$1,801,150**

Appendix A (cont.)

3. All applicants must complete Table A. Please include the data for the ramp up year and first full year after implementation. Please provide both the amounts and percentages for each category.

Table A (All Applicants)

	RAMP UP YEAR 2018				FIRST FULL FISCAL YEAR 2019			
PAYOR SOURCE	**Units of Service**		**NET PATIENT REVENUE**		**Units of Service**		**NET PATIENT REVENUE**	
	#	**%**	**$**	**%**	**#**	**%**	**$**	**%**
Medicare								
Medicaid								
Blue Cross	17	6%	$63,833	5%	42	6%	$159,582	5%
Commercial	66	24%	$255,331	21%	166	24%	$638,329	19%
HMOs								
Workers' Comp.								
Self-Pay	195	70%	$925,270	74%	492	70%	$2,530,773	76%
Other: (_____)								
TOTAL:	**278**	**100%**	**$1,244,434**	**100%**	**700**	**100%**	**$3,328,684**	**100%**
Charity Care*	2	0.7%	$9,143	0.7%	2	0.3%	$9,904	0.3%

* Charity care does not include bad debt and is based on costs (not charges).

Appendix A (cont.)

4. Please complete the following projected income statements for the first three years after implementation. Round all amounts to the nearest dollar.

PRO-FORMA FOR PROPOSED FACILITY			
	Ramp up Year 2018	**First Full Fiscal Year 2019**	**Second Full Fiscal Year 2020**
REVENUES:			
Net Patient Revenue	$1,224,434	$3,328,684	$3,411,901
Other: (_____)			
Total Revenue	$1,224,434	$3,328,684	$3,411,901
EXPENSES:			
Payroll w/Fringes	$1,018,767	$1,801,150	$1,855,185
Bad Debt	$0	$0	$0
Supplies	$155,310	$402,648	$412,715
Office Expenses			
Utilities	$19,182	$19,662	$20,153
Insurance	$30,000	$35,000	$35,875
Interest			
Depreciation/Amortization	$218,910	$328,365	$328,365
Leasehold Expenses	$208,871	$313,306	$321,139
Other: (Marketing, Accounting)	$12,000	$12,000	$12,300
Other: (Medical Waste)	$5,000	$5,000	$5,000
Total Expenses	$1,668,040	$2,917,131	$2,990,732
OPERATING PROFIT:	**($443,606)**	**$411,553**	**$421,169**

Number of Patients:	210	526	539
Number of Visits:	280	701	719

APPENDIX D

Appendix D

Disclosure of Ownership and Control Interest

All applicants must complete this Appendix

Please answer the following questions by checking either 'Yes' or 'No'. If any of the questions are answered 'Yes', please list the names and addresses of individuals or corporations.

1. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant, that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX of the Social Security Act? Yes___ No ✓

2. Will there be any directors, officers, agents, or managers of the applicant (or facility) who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX of the Social Security Act? Yes___ No ✓

3. Are there (or will there be) any individuals employed by the applicant (or facility) in a managerial, accounting, auditing, or similar capacity who were employed by the applicant's fiscal intermediary within the past 12 months (Title XVIII providers only)? Yes___ No ____

   Applicant is not a Title XVIII provider.

4. Will there be any individuals (or organizations) having direct (or indirect) ownership interests, separately (or in combination), of 5 percent or more in the applicant (or facility)? (Indirect ownership interest is ownership in any entity higher in a pyramid than the applicant) Yes ✓ No___ (Note, if the applicant is a subsidiary of a "parent" corporation, the response is 'Yes')

5. Will there be any individuals (or organizations) having ownership interest (equal to at least 5 percent of the facility's assets) in a mortgage or other obligation secured by the facility? Yes___ No ✓

6. Will there be any individuals (or organizations) that have an ownership or control interest of 5 percent or more in a subcontractor in which the applicant (or facility) has a direct or indirect ownership interest of 5 percent or more. (Also, please identify those subcontractors.) Yes___ No ✓

7. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant (or facility), who have been direct (or indirect) owners or employees of a health care facility against which sanctions (of any kind) were imposed by any governmental agency? Yes___ No ✓

8. Will there be any directors, officers, agents, or managing employees of the applicant (or facility) who have been direct (or indirect) owners or employees of a health care facility against which any sanctions were imposed by any governmental agency? Yes___ No ✓

APPENDIX E

Appendix E

Ownership Information

All applicants must complete this Appendix

1. List all officers, members of the board of directors, and trustees of the applicant and/or ultimate parent entity. For each individual, provide their home and business address, principal occupation, position with respect to the applicant and/or ultimate parent entity, and amount, if any, of the percentage of stock, share of partnership, or other equity interest that they hold.

Name	Occupation	Address	Relationship	Ownership Interest
Michael Baldwin	Investment Advisor; Manager	204 Spring Street, Marion, MA 02738	Manager, Bioregulatory Medical, LLC	0%
			Manager, Bioregulatory Dental, LLC	0%
			Manager, The American Center for Bioregulatory Medicine and Dentistry, LLC	0%
Robert Dulaney	Private Investor	3500 National City Tower, 101 South 5th Street, Louisville, KY 40202	Member, Robert Woodford Enterprises, LLC ("RWE, LLC")	100%
			Owner (through RWE, LLC) Bioregulatory Medical, LLC	65%
			Owner (through RWE, LLC) Bioregulatory Dental, LLC	65%
			Owner (through RWE, LLC) The American Center for Bioregulatory Medicine and Dentistry, LLC	65%
Dr. Jeoffrey Drobot	Naturopathic Doctor	10572 E. Meadowhill Drive, Scottsdale, AZ 85255	Member and Manager, Bioregulatory Medical, LLC	35%
			Owner (through Bioregulatory Medical, LLC) and Manager, The American Center for Bioregulatory Medicine and Dentistry, LLC	17.5%
Dr. Gerald Curatola	Dentist	521 Park Avenue, New York, NY 10065	Member and Manager, Bioregulatory Dental, LLC	35%
			Owner (through Bioregulatory Dental, LLC) and Manager, The American Center for Bioregulatory Medicine and Dental, LLC	17.5%

2. For each individual listed in response to Question 1 above, list all (if any) other health care facilities or entities within or outside Rhode Island in which he or she is an officer, director, trustee, shareholder, partner, or in which he or she owns any equity or otherwise controlling interest. For each individual, please identify: A) the relationship to the facility and amount of interest held, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B 'Compliance Report' and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

   The individuals listed above do not own or have relationships with other health care facilities. Dr. Curatola owns a private dental practice in New York and operates this practice under his dental license. Dr. Jeoffrey Drobot is licensed as a doctor of naturopathy in Arizona and operates a naturopathy practice in that state under his professional license.

3. If any individual listed in response to Question 1 above, has any business relationship with the applicant,

including but not limited to: supply company, mortgage company, or other lending institution, insurance or professional services, please identify each such individual and the nature of each relationship.

The individuals listed above have no such relationships.

4. Have any individuals listed in response to Question 1 above been convicted of any state or federal criminal violation within the past 20 years? Yes___ No ✓

   - If response to Question 4 is 'Yes', please identify each person involved, the date and nature of each offense and the legal outcome of each incident.

5. Please list all licensed healthcare facilities (in Rhode Island or elsewhere) owned, operated or controlled by any of the entities identified in response to Question 12 of the application. For each facility, please identify: A) the entity, applicant or principal involved, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B 'Compliance Report' and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

   None of the entities listed in Question 12 own, operate or control any licensed healthcare facilities in Rhode Island or elsewhere.

6. Have any of the facilities owned, operated or managed by the applicant and/or any of the entities identified in Question 5 above during the last 5-years had bankruptcies and/or were placed in receiverships? Yes___ No___

   - If response to Question 6 is 'Yes', please identify the facility and its current status.

   Not applicable; no entities identified in Question 5.

TAB 7

American Center for Bioregulatory Medicine and Dentistry

Position Title: Clinic Administrator

Primary Location: Providence, RI

Position Summary

The Clinic Administrator is responsible for the overall management and operation of the Center and reports directly to the Board of Managers (governing body) of the American Center for Bioregulatory Medicine and Dentistry.

Duties and Responsibilities

- Manages the operations of the Center
- Provides administrative direction and coordination of the Center's policies, procedures and programs, including fiscal and human resources management
- Ensures that the Center complies with applicable state and federal laws
- Works with the Center's Medical Director and Dental Director to ensure that staff comply with rules and regulations pertaining to the health and safety of patients
- Supervises the administration of the Center's quality assurance program
- Plans, organizes and directs other activities as may be delegated by the Board of Managers

Qualifications

Bachelor's degree

Minimum 5 years leadership and management experience, preferably in a health care related setting

Experience working in the field of bioregulatory medicine and dentistry, naturopathy, or alternative medicine, preferred.

MICHAEL BALDWIN

204 SPRING STREE
MARION, MASSACHUSETTS 02738
(508) 748-0800
MBALDWIN@BALDWINBROTHERSINC.COM

Michael Baldwin founded Baldwin Brothers Inc., an investment advisory firm, in 1974 after working at Morgan Guaranty Trust Co. and H.C. Wainwright in New York. Serving as President since inception, Michael has been responsible for the overall management and operation of the firm. He has provided administrative direction and coordination of procedures and investment management as well as overseeing human resources management and compliance with federal and state regulations. He remains very active in client relationships, portfolio management and leadership of the firm.

As founder and current board member of the Marion Institute, est. 1991 (formerly known as the Marion Foundation), Michael pursues a mission of driving and inspiring change in the areas of health and healing, sustainability, education and spirituality. Through his personal experience, Michael connected the Marion Institute to the Paracelsus Clinic in Lustmuhle, Switzerland which has successfully applied individualistic holistic Biological Medicine approaches to treating chronic, complex and difficult disease. Michael has been instrumental in developing the Biological Medicine Network (BMN), working to advance healthcare by expanding patient options for the prevention, diagnosis, and treatment of illness. With a focus on natural approaches to whole body health, BMN connects patients with health practitioners who are changing medicine and changing lives with their innovative approaches.

He created and is the President of the Buddhayana foundation which works to preserve the Tibetan Buddhist tradition of publishing texts with commentary and writing original works. Currently he serves as a Trustee of the Nathanial Saltonstall Arts Fund, Trustee of Northeast Investors, and Trustee of the Garfield foundation.

Michael received his BA from Harvard College in 1962.
Other interests include boating, gardening and travel.

TAB 10

October 23, 2017

Mr. William Finocchiaro, MSW
Rhode Island Department of Health
Division of Customer Services
Office of Facilities Regulation
3 Capitol hill
Providence, RI 02908-5097
William.finocchiaro@health.ri.gov

DURKEE BROWN
VIVEIROS WERENFELS
ARCHITECTS

Re: The Center for Bioregulatory Medicine & Dentistry, LLC
111 Chestnut St.
Providence, RI 02903

Dear Mr. Finocciaro:

The Center for Bioregulatory Medicine & Dentistry, LLC proposes a new facility at 111 Chestnut St., Providence, RI comprising a build-out of approximately 12,287 square feet on two levels.

The facility will provide medical and dental outpatient treatment and therapy within a common Center. Specific treatment rooms, plumbing facilities, support spaces, staff facilities and common areas are delineated on attached plans. A portion of the Lower Level, as indicted on Drawing A202, will be used for future expansion.

The scope of work includes selective demolition and new construction of all elements of proposed plan, including HVAC, electrical, plumbing and reconfiguration of existing fire protection system as required by new configuration. The facility will be fully equipped with Automatic Sprinklers and Fire Alarm System in accordance with applicable State Codes. All finishes will meet Class A or B and Grade 1 or 2 standards.

To the best of my knowledge, information and belief, all submitted plans (A201- *First Floor Plan*, A202 - *Lower Level Plan* and A203 - *Site Plan*, 10/23/2017 encl.) with noted exception, meet the requirements of *Guidelines for Design and Construction of Hospital and Outpatient Facilities, 2014 edition*, specifically sections 3.1 - *Common Elements for Outpatient Facilities,* 3.3 - *Specific Requirements for Freestanding Outpatient Diagnostic and Treatment Facilities*, 3.14 - *Specific Requirements for Dental Facilities* and Part 4, *Ventilation of Health Care Facilities.*

A variance is requested from requirements of Section *3.14-3.2.2.2 Clearances.* Due to plan configuration limitations attributable to working within existing structure, the minimum clearance of 2'-8" cannot be provided at the feet of the dental chairs in Rooms *"Dental 1", "Dental 2", "Dental3" and "Dental 4"- A201.* The required minimum clearances will be provided to both sides and head. A second variance is requested from the requirements Section *A3.14-3.4 Treatment and Recovery Spaces for Anesthesia Use.* Due to plan configuration limitations attributable to working within existing structure, the space available for patient recovery is limited to a patient chair in an alcove off the hallway, in view from staff and not the additional requirements of this section.

Respectfully,

Douglas L. Brown, AIA
RI Arch. Registration #190

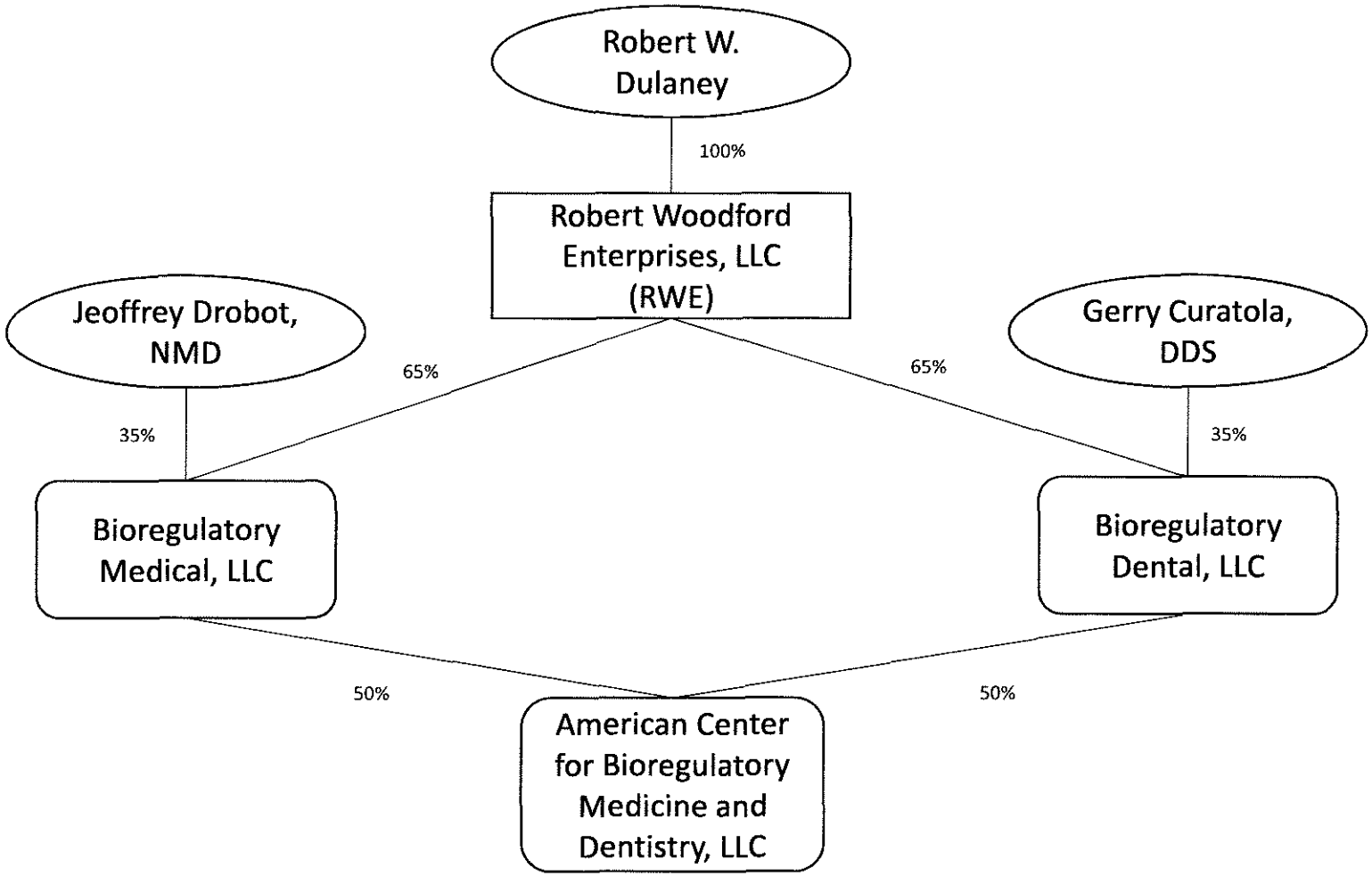
111 CHESTNUT STREET
PROVIDENCE, RI 02903

T 401 831 1240
F 401 331 1945

www.durkeebrown.co

TAB 12

Ownership Structure for the American Center for Bioregulatory Medicine and Dentistry



TAB 16

The Mary Shands Scholarship Fund

Application Packet For Financial Assistance

Mission Statement

The Mary Shands Scholarship Fund, operated under the Bioregulatory Medicine Institute, a program of the Marion Institute (a nonprofit organization), is based upon the conviction that needs-based financial assistance be accessible to all clients seeking care. MaryShands was one of the first pioneers in North America to see the value of the tenets of biological medicine. Mary was a visionary who dedicated herself with passion and generosity, and in which this fund serves to honor her memory.

The Mary Shands Scholarship Fund provides access to all services at the American Center for Bioregulatory Medicine and Dentistry in Providence from our local community and beyond. The Scholarship Fund recognizes that its mission holds that a foundation of health is a necessity, and serves an agent of change for individuals, families, communities, and nations. We are committed that doors will not be closed to those who lack financial resources, and will service all applicants with equity, impartiality, and humanity.

Financial Assistance Criteria

Financial assistance is offered for patients seeking biological medicine due to a health concern. The Mary Shands scholarship fund provides partial financial assistance for treatment. Therefore, the patient/applicant will be responsible for the remainder of the treatment costs, paid directly to the facility/medical provider.

Financial assistance is based on the following criteria:

- Urgency of need;
- Financial need; and
- Commitment to treatment program and desire to change modifiable behaviors.

Financial need is based on the Federal Poverty Guidelines (FPG). Applicants with an annual household income exceeding 500% FPG will not be considered for financial assistance unless medical costs within the same application year offset the net income (Please note that this chart is not applicable for residents of Alaska, Hawaii and Washington, D.C.)

The
Mary Shands
Scholarship Fund

Applicants are required to send a copy of their most recent tax return or tax transcript from the IRS as financial documentation for the Application Committee determine financial need. We ask that social security numbers are completely obscured.

2017 Federal Poverty Guideline

Persons in Household	100%	500%
1	$12,060	$60,300
2	$16,240	$81,200
3	$20,420	$102,100
4	$24,600	$123,000
5	$28,780	$143,900
6	$32,960	$164,800
7	$37,140	$185,700
8	$41,320	$206,600

- Funds will be paid directly to the clinic restricted for the specified patient's care. Funds are limited to direct diagnostic testing and therapeutic treatment. Funds may not be used for services covered by the patient's health and/or dental insurance plan. In addition, funds may not be used to pay for copayments, coinsurance, and/or deductibles, which are the patient's responsibility.
- Funds may not be used for transportation, lodging, food, spa services, elective procedures not prescribed by the practitioner, supplements or pharmaceuticals.
- Financial assistance may not be used to cover payments for past treatment.
- Funds may not exceed the cost of treatment incurred

Application Decision Process:

The Application Process will be vetted by the Manager and Assistant Manager of the Bioregulatory Medicine Institute and may include, but is not limited to the Marion Institute Executive Director.

The Mary Shands Scholarship Fund

Instructions for Completion of Financial Award Request Form

1. It is preferred that the patient complete the application. If the patient is under the age of 18, both the patient and a parent or guardian must sign the consent form. If the patient is over the age of 18 but physically unable to complete the form, a spouse, sibling, parent or friend may complete the form, but the patient must sign the consent form.

2. The application may be submitted via fax (508) 748-1976; hard copy mailed to: Attention: Jane Dolan or Cheryl Radford, Mary Shands Scholarship Fund, 202 Spring Street, Marion, MA 02738; or scanned to jdolan@brmi.online or cradford@brmi.online.

3. The questionnaire packet is an expandable Microsoft Word form. Therefore, each item within the questionnaire is an expandable area, so that you may type directly into the application.

4. As part of the application process we may require documentation of the diagnosis and treatment recommendation from your current treatment team. We require a signed release of information at the end of the application to provide The Bioregulatory Medicine Institute the ability to contact your medical providers.

5. If there are questions regarding any of the items to be completed, please contact Bioregulatory Medicine Institute at jdolan@brmi.online or cradford@brmi.online.

Process for Reviewing Applications

1. Once your completed application has been received by The Bioregulatory Medicine Institute, the application will be reviewed for missing or unclear information. If additional information is needed, the applicant (or parent/guardian) will be contacted by the Application Administrator.

2. Applications are reviewed on a rolling basis. We will notify the applicant when the application is received. Applicants will be notified of the decision within one month from the date that the application is received.

3. The application will reviewed based on the following criteria:
   a. Urgency of need;
   b. Financial need; and
   c. Commitment to treatment program and desire to change behaviors.

4. Award amounts will be based on the criteria listed above, the number of applications, available funds and potential cost of treatment.

5. The Application Committee reserves the right to make any exceptions to the criteria as is deemed necessary.

The
Mary Shands
Scholarship Fund

Notification of Financial Assistance

1. All applicants will be notified within one month from the date that the application was received.
2. Each recipient will be notified via email and letter as soon as the decision has been made, with the amount of financial assistance indicated.
3. A notification letter will be mailed to the recipient and a copy will be emailed to the American Center for Bioregulatory Medicine and Dentistry in Providence, RI.
4. The dollar amount awarded must be used within six months from the date of the notification letter. After that date, any unused monies will be considered to be available for future applicants.
5. The Mary Shands scholarship award will be sent directly to the American Center for Bioregulatory Medicine and Dentistry in Providence, RI. Any change in treatment requires approval from the Application Committee and may require a new application for consideration at a later date.
6. Applicants not receiving financial assistance will be notified by email and may reapply at any time in the future based on a change in their criteria.

Financial Assistance Application

The Mary Shands Scholarship under the Bioregulatory Medicine Institute, a program of The Marion Institute, Inc., will not use personal information for any reason other than to make determinations for financial assistance.

All application sections should be typed directly into this form. Any text box can be made larger to accommodate your answers, but please limit your responses to a maximum of one page per question. When complete, please print the form, sign where indicated and submit via:

Fax:
Attention: Jane K. Dolan
(508) 748-0816 Extension 115
Or to:
Attention: Cheryl Radford
(508) 748-0816 Extension 110

U.S. Mail:
Attention: Mary Shands Scholarship Fund
202 Spring Street
Marion, MA 02738

Email:
jdolan@brmi.online or cradford@brmi.online.

The
Mary Shands
Scholarship Fund

Before you begin, please be sure you have carefully read the application instructions.

Section I: General Information

Date Submitted	

1. Applicant Information

Name (First, Middle Initial, Last)	
Date of Birth and Age	
Gender	
Address	
City, State and Zip Code	
Home Telephone	
Cell Number (optional)	
Email Address	

2. With whom do you reside? (List each person, their relationship to you and their age.)

Name	Relationship to me	Age

3. How did you hear about the Mary Shands Scholarship Fund?

4. Should you receive financial assistance, would you be willing to provide a testimonial of your care?

Section II: Current & Ongoing Conditions

The Mary Shands Scholarship Fund

5. Describe your main health concern/diagnosis.

6. Describe your current treatment plan for your main health concern/diagnosis.

7. Please describe your overall current physical health and how you believe your main health concern/diagnosis has affected it.

8. Please list current and ongoing problems, in addition to your main health concern/diagnosis, in order of priority:

Describe Problem	Mild	Moderate	Severe	Prior Treatment/Approach	Excellent	Good	Fair
Example: Post Nasal Drip		*X*		*Elimination Diet*	*X*		
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

The
Mary Shands
Scholarship Fund

9. Please list your current Medications and Supplements (including Vitamins, Minerals, Herbs and Homeopathic Remedies).

Medication/Supplement	Brand	Dose	Frequency	Start Date month/year	Reason for Use

10. Have you made any changes in your eating habits because of your health? Please describe and include information about any special diet or nutritional program you may follow.

11. Do you exercise regularly? If yes, please describe your exercise habits.

12. Describe your mental and emotional health. Please include any relevant treatment and/or practices that contribute to your mental and emotional wellness, including but not limited to therapy, meditation, attending church, and mind/body/spirit therapies.

13. Are you currently or have you recently experienced a significant life event? If yes, please include any life events that feel significant to you, including but not limited to changes in your relationship, family, work, financial status, dietary or stress levels.

The Mary Shands Scholarship Fund

14. Please describe your dental health. Do you have metal amalgam fillings, root canals?

15. What do you hope to gain by receiving biological medicine treatment?

Section III: Treatment History & Recommendations

16. Treatment Team Information: Please include who you see, what their role is in your treatment, whether you see them currently and, if not, clearly state why you are no longer seeing them. Also note how long you were seen by each practitioner.

Please include the names and contact information for your current doctors and practitioners (primary care physician, oncologist, chiropractor, psychiatrist, etc.).

Role (nutritionist, etc.)	Full Name (with medical title)	Contact Information

Section IV: Financial Information

17. Do you have any travel restrictions?

18. Have you been in contact with the American Center for Bioregulatory Medicine and Dentistry in Providence, RI? If yes, when are the proposed dates of service for treatment?

The
Mary Shands
Scholarship Fund

19. Please describe your employment. (Include your occupation, the number of hours per week you work, your salary or hourly wage, and how long you have worked there.) Students please note the name of your school (or if you are home-schooled), what your grade/year is, and whether you are enrolled full time, part time or are on any type of leave of absence.

20. Please briefly describe your family's finances. Include a description of all sources of income, your family's monthly expenses, and any other information that the Mary Shands Scholarship Fund may find useful in determining your financial needs. Please note, this fund only provides partial financial assistance for treatment and is unable to provide full payment for treatment. Therefore, the patient/applicant will be responsible for the remainder of the treatment costs, paid directly to the facility/medical provider.

Authorization for Use or Release of Information:

I, _____(name), hereby authorize the use or disclosure of my individually identifiable health information ("Protected Health Information") by the Bioregulatory Medicine Institute (Mary Shands Scholarship Fund) a non-profit organization, to make determinations for financial assistance and need. I understand that my Protected Health Information may be subject to re-disclosure by the Bioregulatory Medicine Institute, pursuant to this authorization. I understand that Bioregulatory Medicine Institute will not use my Protected Health Information for any reason other than that which is stated above without my further authorization. I understand that I may revoke this authorization at any time by notifying the Bioregulatory Medicine Institute in writing, but if I do, it will not have an effect on any actions the Bioregulatory Medicine Institute. took before it received the revocation of this authorization.

_____ _____

Signature of Individual or Individual's Representative Date

_____

Date of Birth

Print name of Individual's representative *(if applicable)*: _____

Relationship to the Individual *(if applicable)*: _____

_____

The
Mary Shands
Scholarship Fund

SIGNATURE PAGE TO APPLICATION

I hereby certify that all information and attachments are true to my knowledge. I understand that false information may disqualify me from consideration for this award.

Dated: _____, 20_____ _____
Signature

Checklist for completed Mary Shands Scholarship Financial Assistance Request Form

___ Application completed

___ Financial documentation (most recently submitted tax return or tax transcript from the IRS)

___ Completed release of information

TAB 23

Quality Assurance Program for the American Center of Bioregulatory Medicine and Dentistry (ACBMD)

1. Purpose and Summary

In a commitment to excellence, The American Center for Bioregulatory Medicine and Dentistry has established the following procedures to ensure quality care to all clients. Quality assurance encompasses three primary headings: Systemic Quality Improvement, Strategic Planning Process, and Employment Utilization and will be achieved through administrative procedures, internal and external quality assessment, education and data management. These areas, while distinct, have an interrelationship as well that must be considered as well as a system of checks and balances. To accomplish the ongoing mission to expand bioregulatory medicine in the support of self-healing mechanisms it is imperative that an ongoing process be in place improve the quality of the organization and its staff on a continual basis. Quality is not a destination, rather it is a process based upon commitment to excellence. The pursuit of excellence is a continual commitment to action, evaluation and re-implementation. In order to provide the highest degree of desired health outcomes, in full compliance of all applicable Rhode Island state law, we have the following quality assurance program outlined as followed:

2. Systemic Quality Improvement Plan & Design

a. Staff & Board Involvement in Quality Improvement – The Board of ACBMD will meet bimonthly with a representative of the board to be present at monthly staff meetings at the clinic.

b. Client Involvement in Quality Improvement

i. Employee Input – Employees will have the ability to contact the board with ideas and concerns that either cannot be handled internally or that they feel are
ii. Stakeholder Input – The community surrounding ACBMD is one that will both benefit and potentially participate in some of the decisions in how quality care is given. This can be achieved through analysis of the demographics of the area.
iii. Client Input – Clients of ACBMD will have an opportunity to fully express their input and concerns in making sure that satisfaction is achieved.

C. *Implementation of the Quality Improvement Process* – Using the input of the employees, stakeholders, clients, and in full compliance of Rhode Island state law, procedures to implement any changes will be discussed between the board and the management of ACBMD. This will be re-assessed upon a mutually agreed time frame depending on the nature of the process being implemented.

3. Employee Utilization:

Creating an infrastructure where employees are well trained in multiple areas to provide cross coverage and are well compensated, valued, and nourished in their professional goals

a. Staff Development – Ensuring that each staff member feels fully trained and supported in their position

i. Ensure that each staff member has the correct certifications
    a. Records to be kept of all employees with licensures, certifications, and references
        i. Calendar reminder system for renewals
ii. Allow personal to attend additional trainings to enhance skills
    a. All employees will have developmental days and funds for seminars, workshops, ongoing education, etc.
iii. Provide 1:1 training by Nurse Practice Manager when needed
    a. Competency skills evaluation by Nurse Practice Manager prior to use on client
iv. Provide a non-judgmental positive atmosphere in which to learn
v. Provide ongoing possibilities for growth
vi. Creation of a Policy & Procedures manual to be updated bi-annually

b. Personnel Retention

i. Pay above minimum wage for lowest paid employee
ii. Create fair and equitable pay scale
iii. Create a personal development plan
iv. Allow for employee input in decision making process
v. Create time/space for employees to voice area that can be improved upon
vi. Create a culture of support and camaraderie

4. Strategic Planning Process

a. Overview – With the framework of the mission of The ACBMD and analysis of our demographics (will use some data from ACBM, we will strategize our market analysis, cost framework, client flow, client retention, follow up, and satisfaction.

b. Long Term Planning Process – Using a process map, strategy will identify key benchmarks needed to achieve long term goals.

c. Short Term (semi-annual) Planning Process – Bi-annually short term goals will be assessed, reworked, and integrated into long term analysis

d. Data Collection

i. Consumer Input – clients will be asked to fill out satisfaction questionnaires based on both the long term and short term goals.
ii. Staff Input – staff will be able to give input at monthly staff meetings and through an anonymous suggestion box that will be accessed by the board for The ACBMD.
iii. Outcome Data – outcome data will be assessed through client questionnaires, online reviews, health outcomes, revenue, growth, referrals and return clients.
iv. Follow Up Data – using client and staff input, issues will be remediated and follow up assessment will be done to monitor for improvement.
v. Quarterly Review of Clinical Progress & Documentation- create feedback loops, using data to inform practice and measure results.

e. Dissemination of Strategic Plan – Using the data collected goals will be prioritized and implemented through policy, training, or other identified means

5. Utilization Review

a. Case Documentation – though the clinic will not be seeking either insurance of Medicare/Medicaid reimbursement the standards of appropriate and thorough documentation will be a standard of ACBMD. This will be carried out by a uniform medical records program, set standards for documentation, intermittent self-auditing, and internal auditing for quality and consistency.

i. In accordance of Rhode Island 5-37-22 patients will be made aware per section 12.1.1 as ACBMD will not accept insurance for the medical treatment aspect: "To my patients: I do not participate in a medical insurance plan. You should know that you will be responsible for the payment of my medical fees."

b. Retention of Records – guidelines will be established and followed in accordance of Rhode Island law and be stored for a minimum of 7 years

c. Quality of Treatment Plan- Measuring and assessing the performance of clinic services through the collection and analysis of data.

d. Conducting quality improvement initiatives and taking action where indicated

a. As part of the Plan, establishing measurable objectives based upon priorities identified through the use of established criteria for improving the quality and safety of clinic services.
b. design of new services, and/or improvement of existing services

c. Reporting to the Board of Directors on quality improvement activities of the clinic on a regular basis
d. adopting PDCA specific approach (plan, do, study, act) to Continuous Quality Improvement
e. ***Board of Directors*** also provides leadership for the Quality Improvement process as follows:
    1. Supporting and guiding implementation of quality improvement activities at the clinic.
    2. Reviewing, evaluating and approving the Quality Improvement Plan annually.

TAB 24

BALDWIN BROTHERS

The evolution of investment

October 11, 2017

Mr. Michael Dexter, Chief
Center for Health Systems Policy and Regulation
Rhode Island Department of Health
Three Capitol Hill
Providence, RI 02908

Dear Mr. Dexter:

I am the President of Baldwin Brothers, Inc., an investment advisory firm in Southeastern Massachusetts, established in 1975. Baldwin Brothers, Inc. manages investment portfolios that range from $1,000,000 to $100,000,000.

I am writing to confirm that Mr. Robert Woodford Dulaney possesses more than enough liquid capital to support the creation and ongoing operations of the American Center for Bioregulatory Medicine and Dentistry. Mr. Dulaney is a long time valued client of this firm and has liquid assets in the double digit range that we manage. We also manage liquid assets in a single digit Trust for his benefit. Finally, he is the recipient of income well in excess of $1 million a year from an extremely large Trust that we also manage.

In addition, Mr. Dulaney has no debt.

If you need additional information, do not hesitate to contact me at the above address.

Sincerely yours,

Michael Baldwin
President

MB/se

BALDWIN BROTHERS, INC. 204 SPRING ST. MARION, MA 02738 PHONE (508) 748-0800 FACSIMILE (508) 748-0806
WWW.BALDWINBROTHERSINC.COM

TAB 25

CB Richard Ellis – N.E. Partners, LP, a CBRE Joint Venture

Alden M. Anderson, Jr.
Senior Vice President/Partner

CBRE | New England

One Financial Plaza, 14th Floor
Providence, RI 02903

T 401 621 4338
F 401 831 3903
M 401 447 1353

Alden.anderson@cbre-ne.com
www.cbre-ne.com

October 18, 2017

Eric J. Busch
Principal
Peregrine Group LLC
Rumford Center, Building #3
20 Newman Avenue, Suite 1005
East Providence, RI 02916

via email

RE: *111 Chestnut Street*
Providence, Rhode Island

Dear Eric,

Pursuant to our recent discussion, CB Richard Ellis – N.E. Partners, LP is authorized on behalf of **111 Realty Partners, LLC (the "Landlord")** to submit to **The Center for Bioregulatory Medicine and Dentistry, LLC (the "Tenant")** the following ***revised*** non-binding terms and conditions for the leasing of medical office space at **111 Chestnut Street** in **Providence, Rhode Island (the "Property").**

Tenant:	The Center for Bioregulatory Medicine and Dentistry, LLC
Landlord:	111 Realty Partners, LLC 111 Chestnut Street, 2nd floor Providence, RI 02903 Attn: Doug Brown
Property/Building:	Providence Assessor's Plat 21, Lot 420, also known as 111 Chestnut Street, is an approximately 23,287 square foot parcel improved with a three-story, approximately 20,188 rentable square foot ("RSF") commercial, mixed use building (the "**Building**"). The Property also includes a surface parking lot with approximately __ parking spaces.
Premises:	Approximately 12,788 RSF, consisting of the entirety of the first (1st) and second (2nd) levels of the Building, excluding certain common areas, and as shown on attached **Exhibit A**.

All Premises measurements shall be confirmed prior to lease execution in accordance with BOMA 1996 standards.

Use: Tenant shall have the right to use the Premises for an outpatient clinic.

Lease Execution: Tenant and Landlord shall make commercially reasonable efforts to execute the mutually agreed upon lease by and between the Landlord and Tenant on or prior to November 1, 2017.

Lease Term: One hundred and twenty (120) months from the Base Rent Commencement Date.

Base Rent:

Months 1 - 12	$21.50 per RSF per annum
Months 13 - 24	$21.50 per RSF per annum
Months 25 - 36	$22.59 per RSF per annum
Months 37 - 48	$23.15 per RSF per annum
Months 49 - 60	$23.73 per RSF per annum
Months 61 - 72	$24.33 per RSF per annum
Months 73 - 84	$24.93 per RSF per annum
Months 85 - 96	$25.56 per RSF per annum
Months 97 - 108	$26.20 per RSF per annum
Months 109 - 120	$26.85 per RSF per annum

Delivery of the Premises: Landlord shall deliver the Premises to the Tenant on February 1, 2018 for the commencement of the Tenant Improvement work in the Premises. The Premises shall be delivered to the Tenant in broom-clean condition with all furniture, fixtures and equipment of the current tenant removed.

Lease Commencement Date: The Lease Commencement Date for the Premises shall be upon Delivery of the Premises to the Tenant.

Base Rent Commencement Date: The Base Rent Commencement Date shall be the earlier of; (a) occupancy of the Premises by the Tenant for the conduct of its business, or (b) five (5) months from Delivery of the Premises to the Tenant.

Operating Expenses: Tenant shall pay its Proportionate Share of increases in Operating Expenses for the Building above a calendar year 2018 Base Year, provided, however, that such increases in controllable operating expenses shall not exceed five percent (5%) in any year.

Subject to further clarification in the lease, the Operating Expenses

shall not include executive salaries (above level of asset and property manager), market study fees, brokerage commissions, advertising (unrelated to Tenant default), structural repairs or replacements, higher interest charges as a result of Landlord refinancing, or management fees other than those typical of similar office properties in the Providence, RI area.

Landlord shall provide historic operating expense data, in advance of the lease execution.

Real Estate Taxes: Tenant shall pay its Proportionate Share of increases in Real Estate Taxes for the Property/Building above a calendar year 2018 Base Year. In the event the assessed value of the Property is increased due to the Tenant Improvements, the allocation of additional rent for escalations in Real Estate Taxes shall be adjusted.

In the event the Tenant is granted a Tax Stabilization Agreement ("TSA") or similar incentive that passes through the Real Estate Taxes doc the Property, the Landlord will work in good faith with the Tenant to allocate that benefit specifically to the Tenant.

Utilities: Tenant shall pay for all separately metered or sub-metered utilities serving the Premises which shall be further defined in the lease. To the extent any utility cannot be separately metered or sub-metered, the Landlord and Tenant shall mutually agree on a method for equitable allocation of applicable utility cost(s).

Trash and Recycling: Removal of trash and recycling (once per week) from the common exterior disposal container(s) on the Property is included in the Building Operating Expenses. Tenant is responsible for delivering its trash and recycling to the common exterior disposal container(s) provided by the Landlord. Removal of the Tenant's medical waste, if necessary, is the sole responsibility and cost of the Tenant.

Building Hours: Landlord shall provide all services, which are normally provided in similar office buildings in the general area, in a first class and a cost-efficient manner. Tenant shall control its utilities serving the Premises so there will be no defined Building Hours of operation. Tenant shall have access to the Building and Premises 24 hours per day and 7 days per week, except in the case of an emergency.

Tenant Improvements: Tenant shall be responsible for the cost and construction of all improvements in the Premises. Tenant shall select and contract directly for design and construction for Tenant Improvements. Vendor selection shall be subject to Landlord's approval, which shall not be unreasonably withheld or delayed.

Tenant and its contractors, sub-contractors and engineers shall not be charged for hoists, access to loading docks or utilities during construction.

Excluding any costs for review by an engineer or similar specialty consultant (limited to complex build-out requirements), the Landlord will not charge a plan review fee to the Tenant.

Exterior Improvements: Any improvements to the exterior of the Building and/or the Property, including the parking area and entry, by the Tenant shall be the Tenant's sole responsibility and cost, subject to the approval of the Landlord which approval shall not be unreasonably withheld or delayed.

Proportionate Share: Approximately 63.35%, subject to adjust with RSF confirmation.

Option to Extend: Tenant shall have two (2), five (5) year Options to Extend the Lease Term with twelve (12) months advanced written notice to the Landlord. The Base Rent for the extension terms shall be at Fair Market Rent ("FMR") with then applicable annual market rent increases, but not to be less in first (1st) year of the first extension term than $24.00 per RSF and $26.00 per RSF in the first (1st) year of the second extension term.

FMR shall mean the amount that a willing, comparable, renewal tenant with a renewal right at market would pay and a willing, comparable, landlord of a comparable office building in the market area would accept at arm's length, giving appropriate consideration to tenant improvements, brokerage commissions and other applicable terms and conditions of the tenancy in question. Any disputes over FMR shall be settled by the baseball arbitration method as further defined in the Lease.

Sublet/Assignment: Tenant shall have the right, without Landlord's approval but subject to notice, to sublet or assign the Premises or any portion thereof to any successor of Tenant resulting from a merger or consolidation of Tenant.

Subject to further clarification language in the lease, Tenant shall have the right to sublet or assign all or part of the Premises to an unaffiliated third party with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event the Tenant subleases or assigns all or a portion of the Premises to an unaffiliated third party (subtenant's or assignee's purpose for occupying the proposed sublease or assign space is for an independent business operation that has no collaborative working

relationship with the Tenant) and the Landlord consents to the same, the Tenant shall share equally with Landlord in any net profits on the sublet or assignment.

Holdover: Tenant shall have the right at the expiration of the Lease Term and upon six (6) months advanced written notice to the Landlord, to extend the Lease Term for three (3) months at one hundred and twenty-five percent (125%) of its then current Base Rent. Following the permitted three (3) month holdover and provided Landlord does not have a signed Letter of Intent for the space, the Tenant shall have the option to holdover under a month-to-month tenancy for up to three (3) additional months at a Base Rent equal to one hundred and fifty percent (150%) of its Base Rent in the last month of its expired Lease Term. Following the foregoing permitted holdover periods, if the Tenant continues to holdover, the Tenant shall be subject to Base Rent for its month-to-month tenancy equal to two hundred percent (200%) of its Base Rent in the last month of its expired Lease Term and be liable for any consequential damages of the Landlord as a result of Tenant's holdover.

SNDA: Landlord shall provide Tenant with a commercially reasonable and lender approved Subordination, Non-Disturbance and Attornment Agreement from any current or future mortgagees or lenders.

Janitorial: Tenant shall be responsible, at its sole cost, for all janitorial services in the Premises. Landlord, if applicable, shall be responsible, at its sole cost, for any janitorial services in the common areas of the Building which shall be done two (2) times per week.

Parking: Tenant shall have access to the thirty-five (35) parking spaces Monday through Friday from 7:00 AM to 6:00 PM and Saturday from 8:00 AM to 3:00 PM, excluding all State and Federal holidays, at a monthly cost in Year 1 of the Lease Term of $125.00 per parking space per month. Included in the parking allocation above, Tenant shall have the right to use up to fifteen (15) parking spaces up to two (2) nights on Monday through Thursday until 8:00 PM (specific days of the week shall be mutually agreed upon by the Landlord and Tenant prior to Lease Term commencement). The monthly cost for parking spaces shall be subject to change annually based on market conditions but shall be capped at a five percent (5%) annual compounded rate of increase. Seven (7) of the parking space will be in a double-stacked row so will not have direct access to travel lanes. One (1) additional accessible parking space shall be provided for the common use of Building tenants with a valid HC certificate. In the event the Tenant requires additional parking space than its allocated amount, the Tenant will have the right to request

additional parking spaces in the future, and the Landlord shall make every effort to provide additional spaces at market rate under a minimum twelve (12) month lease. All parking terms for option years shall be negotiated at the time the option(s) is exercised, subject to FMR.

Use of the parking lot on the Property may be restricted during snow storms for a limited time to complete all necessary snow removal and sanding.

The Lease will include language describing how and where Tenant's parking spaces will be located and identified. The Landlord shall have reasonable rights to adjust the location of parking spaces on the Property.

Signage: Tenant shall have the right to install an exterior sign on the Building adjacent to the entrance to the Premises, including the glass storefront on Chestnut Street, and potential wayfinding signage in the parking area, subject to; (a) Landlord's approval, which shall not be unreasonably withheld or delayed, and (b) any required municipal approvals. Tenant shall be required to remove any Tenant signage from the Building upon the expiration of the Lease Term or any extension term, and restore any damage to the Building.

Code Compliance: Landlord shall be responsible, at its sole expense, to ensure that the Building common areas are code compliant including any life safety requirements and ADA compliance as of the Base Rent Commencement Date for the Initial Premises.

Restoration: Tenant shall leave the Premises in broom-clean condition with all furniture, fixture and equipment removed upon the expiration of the Lease Term or any extension term. Tenant shall not be required to remove any Landlord approved improvements in the Premises at the expiration of the Lease Term and any extension term, excluding any subsequent agreements made between the Landlord and Tenant.

Tenant shall, at Landlord's request, remove all Tenant-installed low-voltage cabling in the Premises upon the expiration of the Lease Term or any extension term.

Building Security: Tenant shall be responsible for security related directly to its leased Premises.

Restoration Deposit: Landlord agrees to waive any security deposit requirement but will require the Tenant to post a Restoration Deposit with the Landlord

equal to one (1) months Base Rent upon the expiration of the Tenant's Option to Extend, only if Tenant does not exercise the Option to Extend or has not entered into an amendment to the Lease for the purposes of extending the Lease Term. In the event the Tenant has no further right to extend the Lease Term, the Tenant shall post the one (1) month Restoration Deposit on or prior to the date which is twelve (12) months prior to the lease expiration date, unless the Tenant and Landlord have otherwise entered into an amendment to further extend the Lease Term.

Guaranty: Tenant shall provide for the benefit of the Landlord a Letter of Credit ("LOC") equal to $1,000,000.00, drawn on a federally insured banking institution, reasonably approved by the Landlord. The LOC shall be provided to the Landlord by the Tenant on or prior to the Lease Commencement Date. If the Tenant has not had any default under the lease during the Lease Term, the Landlord shall permit the Tenant to reduce the LOC by fifty percent (50%) upon the fourth (4^{th}) anniversary of the Lease Term.

Contingency: The transaction contemplated herein shall be contingent on the Tenant receiving Governmental approvals and Permits necessary for the Buyer to operate, including an approval from the Rhode Island Department of Health ("RIDOH") which contingency shall expire or be waived on or prior to December 1, 2017. In the event the Tenant has not received approval from RIDOH by December 1, 2017 or has not waived the contingency, the Tenant shall have, subject to the Landlord's reasonable approval tied to progress on the approval by RIDOH and more detailed specifics in the lease, the ability to extend the option for up to three (3), thirty (30) days extension periods for an extension fee of $18,000.00 per thirty (30) day extension period. The extension option payments shall be returned to the Tenant if the Tenant; (a) waives the contingency or (b) the contingency expires and the Tenant has not terminated the lease.

Additionally, the Landlord shall have the right to market the Building to other prospects during the foregoing contingency period but shall not have the right to terminate the transaction contemplated herein by and between the Landlord and Tenant.

Non-Disclosure: This proposal shall be treated as confidential by the Landlord, Tenant and Brokers, with the exception of required disclosures per seeking Governmental approvals and potential financial subsidies through the State/Municipality

Brokerage Fee: It is understood that CB Richard Ellis/New England ("CBRE/NE") is the Landlord's broker of record for this transaction. Landlord shall pay a Brokerage Fee to CBRE/NE in accordance with a separate agreement between CBRE/NE and Landlord, subject to a lease being executed by and between the Landlord and Tenant and delivered to both parties.

All other terms and conditions of the current lease by and between the Landlord and Tenant shall generally remain the same. The Landlord reserves the right to amendment the current lease.

The submission of this proposal together with the summary of potential lease terms does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither party hereto shall be legally bound with respect to the leasing of the Premises unless and until a mutually acceptable lease has been executed by both parties. It is acknowledged that this non-binding proposal addresses only the principal economic issues of the proposed lease, and that other material matters may be discussed during lease negotiations.

If the foregoing terms and conditions are acceptable, please have this non-binding letter of intent executed and return to the undersigned. This proposal will be of no further force or effect if it is not signed and returned to the undersigned by 5:00 p.m. on October 19, 2017.

Please contact me if you have any questions.

Best Regards,

Alden M. Anderson, Jr.
Senior Vice President/Partner

AGREED TO & ACCEPTED:

The Center for Bioregulatory Medicine and Dentistry, LLC

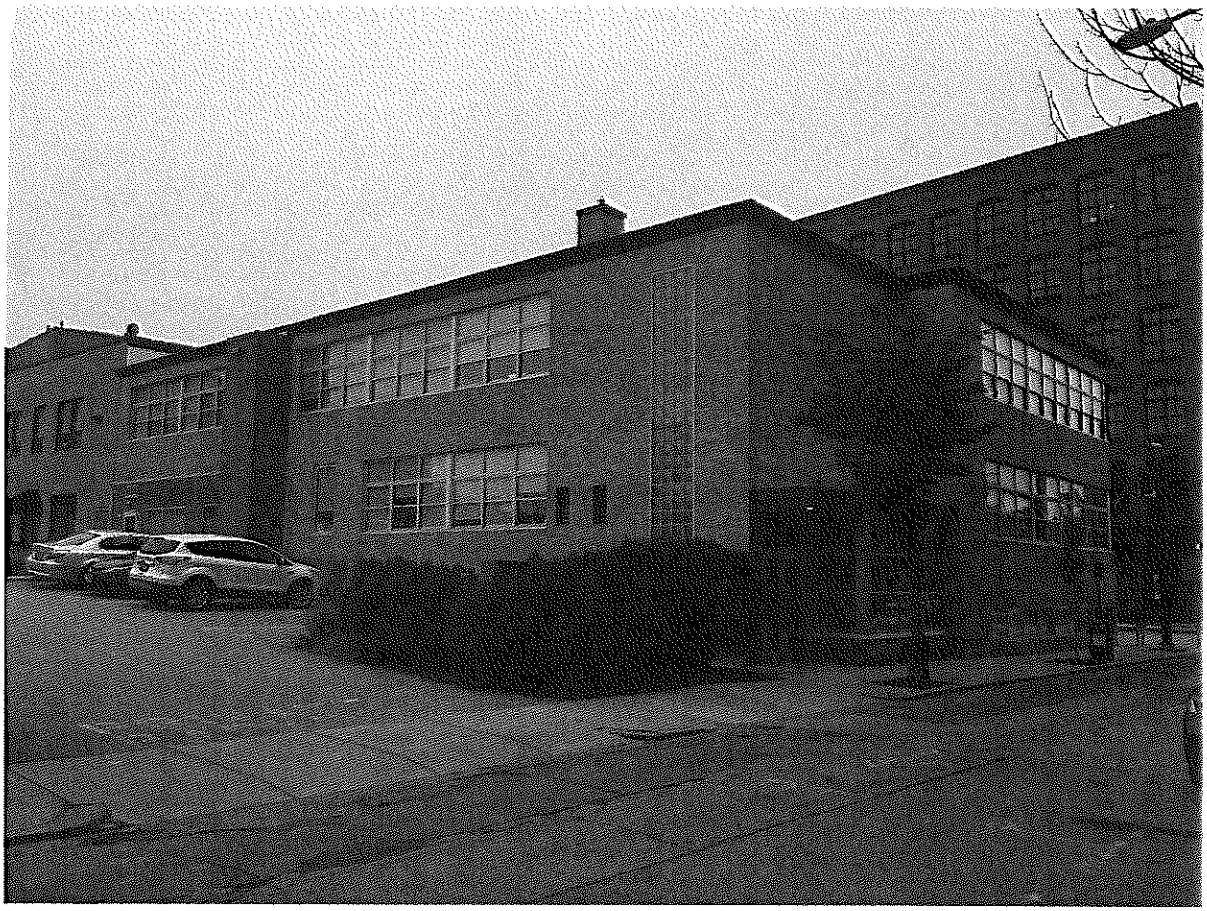
By: MICHAEL BALDWIN
Its:
Date: 10.19.17

111 Realty Partners, LLC

By: DOUGLAS L BROWN
Its:
Date: 10/19/2017

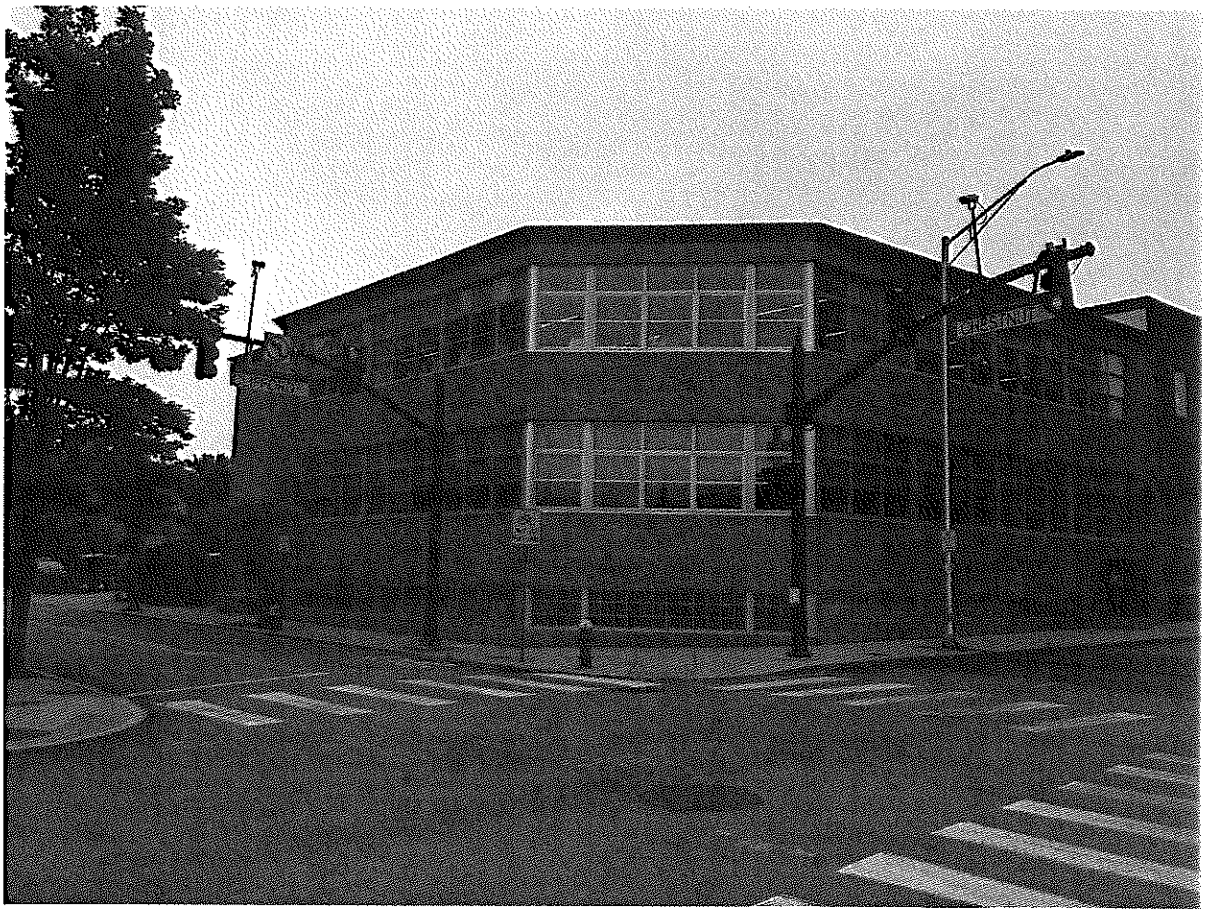
111Chestnut-medproposal doc/ama

TAB 27



From Chestnut St.

From Chestnut St.



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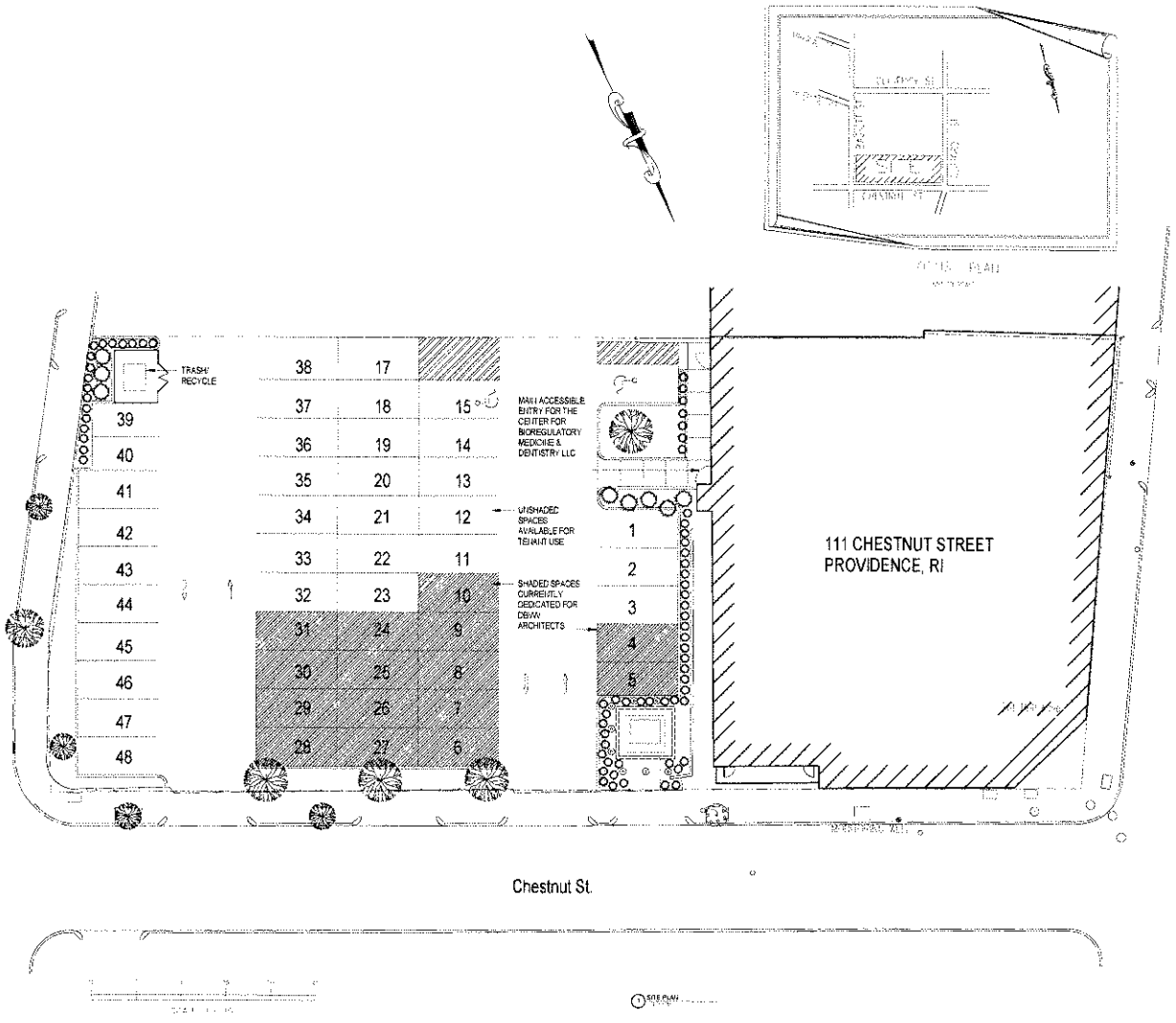


DBVW ARCHITECTS

FOR REFERENCE ONLY NOT FOR CONSTRUCTION

THE CENTER FOR BIOREGULATORY MEDICINE & DENTISTRY LLC

111 CHESTNUT STREET
PROVIDENCE, RI 02903

SITE PLAN

A100

1 LOWER LEVEL PLAN

DBVW
ARCHITECTS

FOR REFERENCE ONLY NOT FOR CONSTRUCTION

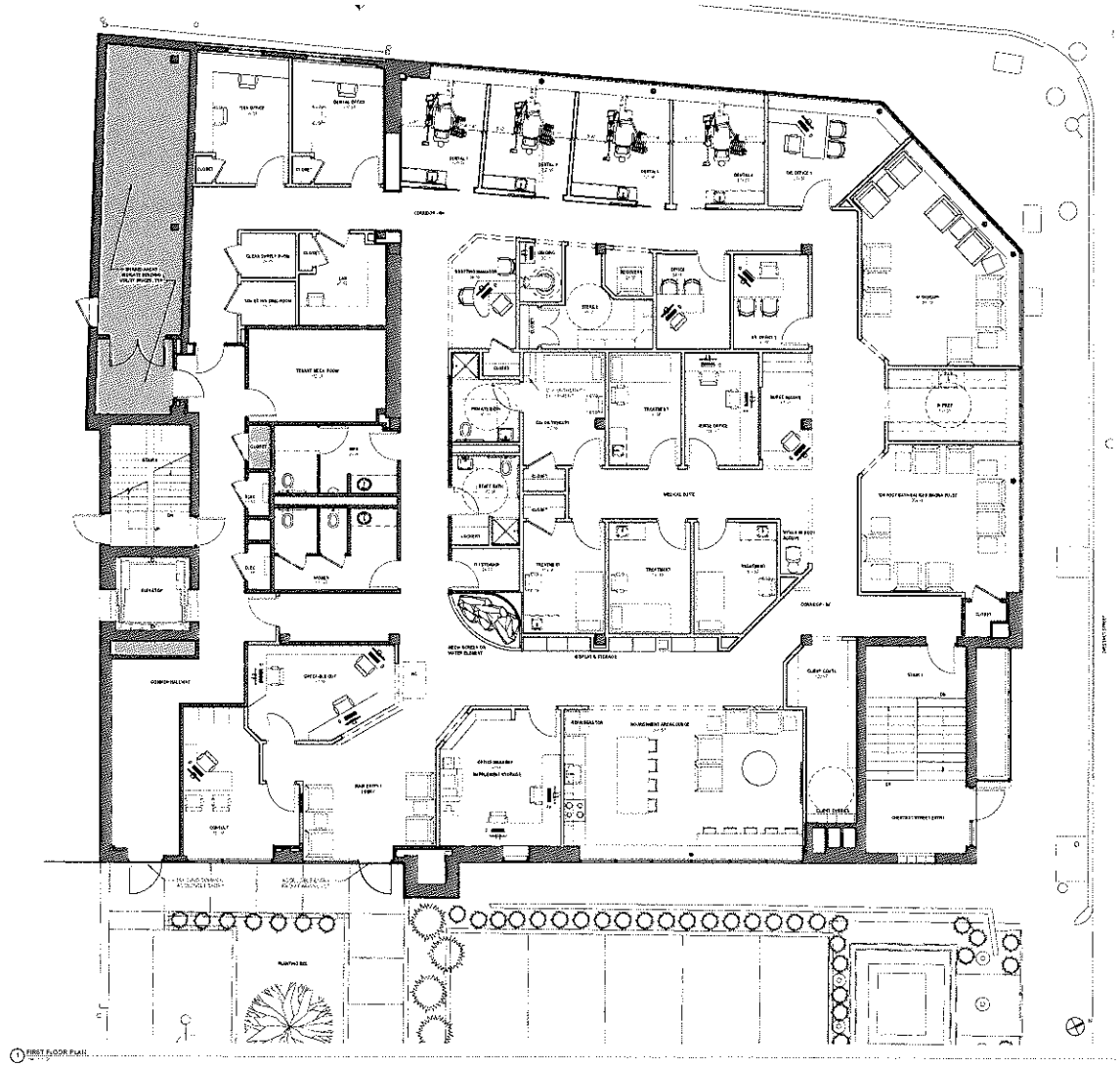
THE CENTER FOR BIOREGULATORY MEDICINE & DENTISTRY LLC

111 CHESTNUT STREET
PROVIDENCE, RI 02903

LOWER LEVEL PLAN

A200

FOR REVIEW



1 FIRST FLOOR PLAN

DBVW ARCHITECTS

FOR REFERENCE ONLY NOT FOR CONSTRUCTION

THE CENTER FOR BIOREGULATORY MEDICINE & DENTISTRY LLC

111 CHESTNUT STREET
PROVIDENCE, RI 02903

FIRST FLOOR PLAN

A201

FOR REVIEW

TAB 28

State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

American Center for Bioregulatory Medicine and Dentistry, LLC

is a Rhode Island Limited Liability Company organized on **October 11, 2017.**
I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

October 13, 2017

Secretary of State

Certificate Number: 17100049510
Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx
Processed by: dantonelli

STATEMENT RELATING TO FORMATION
of

AMERICAN CENTER BIOREGULATORY MEDICINE AND DENTISTRY, LLC

The undersigned Members hereby agree to form American Center for Bioregulatory Medicine and Dentistry, LLC (the "Company") as a limited liability company pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended and authorize Adelita S. Orefice, Esq. of Donoghue Barrett & Singal P.C. to execute the Articles of Organization in the form attached hereto and to submit or deliver the same for filing to the Secretary of State of Rhode Island.

MEMBERS:

BIOREGULATORY MEDICINE, LLC

By Michael Baldwin for Manager, Robert Woodford Enterprises, LLC

BIOREGULATORY DENTAL, LLC

By Michael Baldwin for Manager, Robert Woodford Enterprises, LLC

Dated: As of 10-9, 2017

OPERATING AGREEMENT

OF

AMERICAN CENTER FOR BIOREGULATORY MEDICINE AND DENTISTRY, LLC

October 30, 2017

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TABLE OF DEFINED TERMS

OPERATING AGREEMENT
OF
AMERICAN CENTER FOR BIOREGULATORY MEDICINE AND DENTISTRY, LLC

THIS OPERATING AGREEMENT ("Agreement") is made as of the 30th day of October, 2017, by and between (i) **BIOREGULATORY MEDICAL, LLC**, a Rhode Island limited liability company ("Bio-Medical LLC"), and (ii) **BIOREGULATORY DENTAL, LLC**, a Rhode Island limited liability company ("Bio-Dental LLC"). The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION. The Members do hereby form a limited liability company ("Company") pursuant to the provisions of the Rhode Island Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be American Center for Bioregulatory Medicine and Dentistry, LLC.

2.2 Principal Office. The principal office of the Company shall be at 111 Chestnut Street, Providence, Rhode Island 02903, or at such other place as shall be determined by the Board (hereinafter referred to) from time to time with notice to the Members. The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Rhode Island in accordance with the provisions of the Act. The Board shall maintain, at the Company's principal office, those items referred to in § 7-16-22(a) of the Act.

3. PURPOSES AND TERM.

3.1 Purposes. The purposes of the Company are as follows:

(a) To engage in the business of practicing bioregulatory medicine and bioregulatory dentistry in the state of Rhode Island and operating a clinic in connection with the same.

(b) To engage in such other lawful activities in which a limited liability company may engage in under the Act as are unanimously agreed to by the Members.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement. The Company shall not engage in any business other than as set forth in Section 3.1, nor take any action not contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of Articles of Organization with the Rhode Island Secretary of State's office, and shall continue until dissolved in accordance with Section 14. Adelita S. Orefice, Esq. has been authorized to execute and file the Articles of Organization on behalf of the Company.

4. CAPITAL.

4.1 Capital Structure. The total number of units of the Company ("Units") which the Company is authorized to issue is (i) 1,000 Class A Units ("Class A Units") and (ii) 1,000 Class B Units ("Class B Units"). The Members owning the Class A Units ("Class A Members") and the Members owning the Class B Units ("Class B Members") shall each be entitled to one vote per Unit (prorated in the case of fractional Units) with respect to all matters on which Members are entitled to vote.

4.2 Initial Capital Contributions of Members. At such time as determined by the Board, each of the Members shall make initial capital contributions to the Company of cash in the amounts established by the Board based on the initial capital needs of the Company as set forth in the initial budget to be approved by the Board. Once such budget has been approved, the amounts of the initial capital contributions to be made by the Members shall be set forth opposite each of their respective names on Exhibit A attached hereto and made a part hereof. In exchange for the initial capital contributions to the Company, each of the Members shall be issued the number and class of Units set forth opposite each of their respective names on Exhibit B attached hereto and made a part hereof. The Class A Units shall be issued to Bio-Medical LLC and the Class B Units shall be issued to Bio-Dental LLC in the same proportion as their respective initial capital contributions.

4.3 Additional Capital Contributions.

(a) If the Board determines that the Company requires, or it is appropriate to receive, additional capital (whether in the form of cash or property) for use in the Bio-Medical Business (as hereinafter defined), then the Board shall authorize the Company to issue an additional number of Class A Units as shall be sufficient to satisfy such additional capital need of the Bio-Medical Business at such price per Class A Unit as the Board determines to be appropriate. The Class A Members shall have the option, but not the obligation, to purchase all of the Class A Units to be issued in proportion to the number of Class A Units owned by them, or in such other percentages as they shall unanimously agree. If any Class A Member fails to purchase all such additional Class A Units permitted to be purchased by such Class A Member, then the other Class A Members, if any, may purchase such additional Class A Units in proportion to the number of Class A Units owned by them, or in such other percentages as they shall unanimously agree. If the Class A Members, in the aggregate, fail to purchase all such additional Class A Units to be issued, the Company may issue such unpurchased Class A Units to such third parties (including the Class B Members) as the Board deems appropriate. Any such third party who contributes additional capital pursuant to this Section 4.3(a) in exchange for Class A Units shall automatically become a new Class A Member upon such third party's written acceptance and adoption of the terms of this Agreement.

(b) If the Board determines that the Company requires, or it is appropriate to receive, additional capital (whether in the form of cash or property) for use in the Bio-Dental Business (as hereinafter defined), then the Board shall authorize the Company to issue an additional number of Class B Units as shall be sufficient to satisfy such additional capital need of the Bio-Dental Business at such price per Class B Unit as the Board determines to be appropriate. The Class B Members shall have the option, but not the obligation, to purchase all of the Class B Units to be issued in proportion to the number of Units owned by them, or in such other percentages as they shall unanimously agree. If any Class B Member fails to purchase all such additional Class B Units permitted to be purchased by such Class B Member, then the other Class B Members, if any, may purchase such additional Class B Units in proportion to the number of Class B Units owned by them, or in such other percentages as they shall unanimously agree. If the Class B Members, in the aggregate, fail to purchase all such additional Class B Units to be issued, the Company may issue such unpurchased Class B Units to such third parties (including the Class A Members) as the Board deems appropriate. Any such third party who contributes additional capital pursuant to this Section 4.3(b) in exchange for Class B Units shall automatically become a new Class B Member upon such third party's written acceptance and adoption of the terms of this Agreement.

(c) If the Board determines that the Company requires, or it is appropriate to receive, additional capital (whether in the form of cash or property) for general Company use that is not for exclusive use in the Bio-Medical Business or in the Bio-Dental Business, then the Board shall authorize the Company to issue an additional number of Class A Units and Class B Units as shall be sufficient to satisfy such additional capital need of the Company at such price per Unit as the Board determines to be appropriate; provided, however, that the price per Unit shall be the same across both classes of Units. The Board shall determine the number of Units of each class that will be part of such issuance based on a reasonable determination of the expected relative use or benefit of the additional capital by the Company's business segments. Absent such determination by the Board, the additional Units to be issued pursuant to this Section 4.3(c) shall be designated by class in the same proportion as the numbers Class A Units and Class B Units issued and outstanding immediately prior to the proposed issuance of additional Units. The Class A Units to be issued pursuant to this Section 4.3(c) shall be offered in the same manner as provided in Section 4.3(a) and the Class B Units to be issued pursuant to this Section 4.3(c) shall be offered in the same manner as provided in Section 4.3(b).

4.4 Loans from Interest Holders. If the Company has a need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

4.5 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.2, no Member shall be obligated to contribute funds or loan money to the Company.

4.6 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.7 No Withdrawal of Capital. No Interest Holder shall be entitled to withdraw any part of such Interest Holder's capital contributions to the Company, except as provided in Sections 9 and 14. No Interest Holder shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.8 Maintenance of Capital Accounts. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. An Interest Holder shall have a single Capital Account even though the Interest Holder may own both Class A Units and Class B Units. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the amount of cash and the fair market value of any property (other than cash) initially contributed to the Company by the Interest Holder and thereafter shall be (a) increased by (1) any cash and the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject), and (2) the amount of all Net Income (as hereinafter defined) and positive Regulatory Allocations (as hereinafter defined) allocated to such Interest Holder pursuant to Section 7.1, and (b) decreased by (1) the amount of any Net Loss (as hereinafter defined) and negative Regulatory Allocations allocated to such Interest Holder pursuant to Section 7.1, and (2) the amount of cash and the fair market value of any property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject) distributed to such Interest Holder pursuant to Sections 9 and 14. If the Company has made an election under section 754 of the Internal Revenue Code of 1986, as amended ("Code"), Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any portion of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in Sections 7, 9 and 14. Furthermore, the Company shall maintain separate books for each of the Bio-Medical Business and the Bio-Dental Business. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by the Member's duly authorized representatives during normal business hours and may be copied at the expense of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5.3 Reports.

(a) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each person who was an Interest Holder at any time during such Fiscal

Year all the information relating to the Company which shall be necessary for the preparation by each such person of their Federal and state income or other tax returns.

(b) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each Member a report of the business and operations of the Company during such Fiscal Year. Such report shall contain unaudited financial statements, shall include a balance sheet as of the end of such Fiscal Year, a statement of Company Net Income or Net Loss for such Fiscal Year and such other information as in the judgment of the Board shall be reasonably necessary for the Members to be advised of the results of the Company's operations.

5.4 Tax Returns. It shall be the duty of the Board to prepare, or cause to be prepared, and timely file, all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All expenses incurred in connection with such tax returns and information returns, as well as for the reports referred to in Section 5.3, shall be expenses of the Company.

6. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. Company funds shall not be commingled with those of any other person or entity.

7. ALLOCATION OF NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, and after adjusting for all capital contributions and distributions made during the Fiscal Year, the Net Income and Net Loss (and, if necessary, individual items of gross income or loss) of the Company for each Fiscal Year shall be allocated to the Interest Holders in a manner such that the balance of each Interest Holder's Capital Account, immediately after making such allocation, is, as nearly as possible, equal to (1) the distributions that would be made to such Interest Holder in accordance with the provisions of Section 14.3(c) if the Company sold all of its assets for their Book Values (as hereinafter defined), all liabilities were paid (except that for the purpose of making this calculation, a nonrecourse liability (within the meaning of Treas. Reg. § 1.704-2(b)(3)) shall be deemed to be limited to the Book Value of the assets securing such nonrecourse liability), and the Company liquidated, minus (2) such Interest Holder's share of Partnership Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) and Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) computed immediately prior to such hypothetical sale of assets. If the allocation provided for in the immediately preceding sentence exceeds the Net Income or Net Loss, then such allocation shall be made in proportion to the amount of Net Income or Net Loss which would be allocated to each Interest Holder pursuant to this Section 7.1(a) if there was sufficient Net Income or Net Loss. The Board shall make all determinations regarding the characterization of Net Income and Net Loss for purposes of this Section 7.1(a) consistent with the principles of section 704 of the Code and the Treasury Regulations thereunder, provided that the allocations of items of Net Income and Net Loss shall, to the greatest extent possible, be allocated to the Interest Holders entitled to receive distributions to such activities as set forth in Section 9.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. § 1.704-2(f) apply. It is the intention of the parties that this provision constitute a "minimum gain chargeback" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 7.1(a), no Net Losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the Net Loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss may be allocated without violation of the provisions of this Section 7.1(e) in proportion to, and to the extent of, their respective positive Capital Account balances, as adjusted pursuant to the first sentence of this Section 7.1(e). If the limitation contained in the preceding sentences of this Section 7.1(e) would apply to cause an item of loss or deduction to be unavailable for allocation to any Interest Holder, then such item of loss or deduction shall be allocated between or among the Interest Holders in accordance with the Interest Holders' respective "partners' interests in the partnership" within the meaning of Treas. Reg. § 1.704-1(b)(3).

(f) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis therefor as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

(g) The allocations provided for in Sections 7.1(b) through 7.1(e) ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. § 1.704-1(b)(2). It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 7.1(g). Therefore, notwithstanding any other provision of Section 7.1 (other than the Regulatory Allocations), the Board shall make such offsetting special allocations in whatever manner the Board determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 7.1(a). In exercising the discretion granted under this Section 7.1(g), the Board shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

7.2 Allocation of Excess Nonrecourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event that any Interest Holder's relative ownership percentage of outstanding Units changes at any time other than at the end of a Fiscal Year, including, but not limited to, as a result of (a) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (b) the admission of a new Member or (c) the disproportionate issuance of Units, the Interest Holders' shares of the Company's income, gain, loss, deductions and credits, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated among the Interest Holders using the interim closing method (as described in Treas. Reg. § 1.706-4) and the monthly convention (within the meaning of Treas. Reg. § 1.706-4(c)(1)(iii)); provided, however, that, in the discretion of the Board, any such allocations may be made using the proration method (as described in Treas. Reg. § 1.706-4) or any other method and convention permitted under Treas. Reg. § 1.706-4. The discretion delegated to the Board under the foregoing sentence is intended to constitute the Members' authorization for the Board to select an alternative method or convention as permitted by Treas. Reg. § 1.706-4(f) and if such authority to select is exercised, it shall be recorded in a dated, written statement by the Board that is maintained with the Company's books and records. If, during any Fiscal Year, there occurs more than one event triggering the application of this Section 7.3, the Company may use a different method for each such event; provided, however, that if the Company uses the interim closing method for more than one event, then the same convention shall be used for all such events that use the interim closing method during such Fiscal Year. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7.4 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Book Value" shall mean, with respect to any Company asset, the adjusted basis of such asset for Federal income tax purposes, except as follows:

(1) the initial Book Value of any Company asset contributed by an Interest Holder to the Company shall be the gross fair market value of such asset as of the date of such contribution, as determined by the Board; provided, however, that the initial Book Values of the assets, if any, contributed to the Company pursuant to Section 4.2, if any, shall be as set forth in such Section;

(2) immediately prior to the distribution by the Company of any Company asset to an Interest Holder, the Book Value of such asset shall be adjusted to its gross fair market value as of the date of such distribution as determined by the Board (or if Section 9.2 applies, then as determined by the Board and the distributee Interest Holder in the manner provided therein);

(3) the Book Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board (or if Section 9.2 applies, then as determined by the Board and the distributee Interest Holder in the manner provided therein), as of the following times:

(A) the acquisition of additional Units from the Company by a new or existing Interest Holder in exchange for more than a *de minimis* capital contribution;

(B) the distribution by the Company to an Interest Holder of more than a *de minimis* amount of Company property as consideration for all or a portion of such Interest Holder's Units;

(C) in connection with the grant of Units (other than a *de minimis* amount) to a new or existing Interest Holder as consideration for the provision of services to or for the benefit of the Company; and

(D) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g);

provided, however, that adjustments pursuant to Sections 7.4(a)(3)(A), 7.4(a)(3)(B) or 7.4(a)(3)(C) need not be made if the Board reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Interest Holders and that the absence of such adjustment does not adversely and disproportionately affect any Interest Holder;

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m); provided, however, that Book Values shall not be adjusted pursuant to this Section 7.4(a)(4) to the extent that an adjustment pursuant to Section 7.4(a)(3) is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this Section 7.4(a)(4); and

(5) if the Book Value of a Company asset has been determined pursuant to Section 7.4(a)(1) or adjusted pursuant to Sections 7.4(a)(3) or 7.4(a)(4), such Book Value shall thereafter be adjusted to reflect the Depreciation (as hereinafter defined) taken into account with respect to such Company asset for purposes of computing Net Income and Net Loss.

(b) "Depreciation" shall mean, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for Federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for Federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, then Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g)(3).

(c) "Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with section 703(a) of the Code (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

(1) any income realized by the Company that is exempt from Federal income taxation, as described in section 705(a)(1)(B) of the Code, shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(2) any expenditures of the Company described in section 705(a)(2)(B) of the Code, including any items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(i) as items described in section 705(a)(2)(B) of the Code, shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for Federal income tax purposes;

(3) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(4) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g);

(5) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of Net Income or Net Loss;

(6) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to sections 732(d), 734(b) or 743(b) of the Code is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(7) notwithstanding any other provisions hereof, any items of income, gain, loss or deduction which are specially allocated pursuant to the Regulatory Allocations shall not be taken into account in computing Net Income or Net Loss.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the Net Income or Net Loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in accordance with the provisions of Treas. Reg. § 1.1245-1(e) (without regard to whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

9. DISTRIBUTIONS.

9.1 Distributions of Net Cash Flow. The Net Cash Flow of the Company for each Fiscal Year shall be distributed at such time or times as shall be determined by the Board, but in all events within 90 days following the close of each Fiscal Year. All distributions of Net Cash Flow identified by the Board as being generated from the Bio-Medical Business shall be made to the Interest Holders holding the Class A Units in accordance with the Class A Units owned by each of them as of the date the distribution is made. All distributions of Net Cash Flow identified by the Board as being generated from the Bio-Dental Business shall be made to the Interest Holders holding the Class B Units in accordance with the Class B Units owned by each of them as of the date the distribution is made. Any distribution of Net Cash Flow identified by the Board as being generated from neither the Bio-Medical Business nor the Bio-Dental Business shall be made to the Interest Holders in accordance with the number of Units owned by each of them as of the date the distribution is made.

9.2 Property Distributions. If any property of the Company other than cash is distributed by the Company to an Interest Holder (in connection with the liquidation of the Company or otherwise), the fair market value of such property as of such date shall be used for purposes of determining the amount of such distribution. The fair market value of the property distributed shall be agreed to by the Board and the distributee Interest Holder in good faith. If any such property distribution is made other than in exchange for Units, such distribution shall be made in the same manner as an equivalent amount of cash would be distributed pursuant to Section 9.1. Property need not be distributed pro rata to the Interest Holders; provided, however, that any distribution made other than in redemption of all or a portion of an Interest Holder's Units must, in the aggregate, be consistent with Section 9.1.

9.3 Withholding. The Company may withhold taxes from any distribution to any Interest Holder to the extent required by the Code or any other applicable law, or file a return and pay tax on behalf of certain Interest Holders. For purposes of this Agreement, any taxes so withheld by the Company with respect to any amount otherwise distributable by the Company to any Interest Holder shall be deemed to have been distributed to such Interest Holder for all purposes. Any tax paid on behalf of an Interest Holder shall be deemed (a) if like taxes have been paid on behalf of all Interest Holders and/or distributions of comparable amounts have been made to the other Interest Holders who have not had taxes paid on their behalf, to have been distributed to such Interest Holder, or (b) if the conditions referred to in (a) above have not been met, as a loan to the Interest Holder, payable no later than 60 days following the payment of such taxes.

9.4 Certain Definitions.

(a) "Bio-Dental Business" shall mean the business of providing bioreregulatory dental services and treatments to patients of the Company.

(b) "Bio-Medical Business" shall mean the business of providing bioregulatory medical services and treatments to patients of the Company.

(c) "Net Cash Flow" for any period shall mean the excess, if any, of (1) the sum of (A) all gross receipts from any sources for such period, other than from capital contributions, plus (B) any funds released by the Board from previously established reserves (referred to in (2)(B) below), over (2) the sum of (A) all cash expenditures of the Company (other than distributions) for such period not funded by capital contributions or paid out of previously established reserves (referred to in (2)(B) below), plus (B) a reasonable reserve for future expenditures as determined by the Board.

10. BOARD OF MANAGERS.

10.1 General Powers. Except as for matters for which the approval of the Members is expressly required in this Agreement or by a nonwaivable provision of the Act, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers of the Company (each, a "Manager" and, collectively, the "Board"). Except as otherwise specifically provided herein, no Member, other than a Member who is also a Manager or Officer (as hereinafter defined), shall have any voice in, or take any part in, the management of the business of the Company, nor any authority or power to act on behalf of the Company in any manner whatsoever. Each Manager shall be entitled to one vote. Except when acting at the direction of a majority of the Board (or as otherwise required by Section 10.14), no Manager acting alone, or with any other Manager or Managers, shall have the power to act for or on behalf of, or to bind, the Company in his or her capacity as a Manager. Each Manager shall be a "manager" (as that term is defined in the Act) of the Company, but, notwithstanding the foregoing, no Manager shall have any rights or powers beyond the rights and powers granted to such Manager in this Agreement.

10.2 Number, Election and Term. Initially, the Board shall consist of three Managers. The exact number of the Company's Managers may be fixed, increased or decreased from time to time by a resolution adopted by all of the Members. So long as the Board is to consist

of at least three Managers, the Class A Members (by majority vote based on their Class A Units) shall have the right to appoint one Manager, the Class B Members (by majority vote based on their Class B Units) shall have the right to appoint one Manager, and the Members (regardless of class) shall have the right to appoint all other Managers by majority vote based on their Units. The initial Managers shall be: (i) Jeoffrey Drobot, NMD, as appointed by the Class A Member; (ii) Gerald P. Curatola, DDS, as appointed by the Class B Member; and (iii) Michael Baldwin, as appointed by the Members. Each of the foregoing individuals shall serve as a Manager until the earlier of his death, resignation or removal by the Members, as described in Section 10.4. A decrease in the number of Managers shall not shorten an incumbent Manager's term. The Class A Members, Class B Members and Members, respectively, may remove, replace or fill a vacancy with respect their appointed Manager(s).

10.3 Resignation of Managers. A Manager may resign at any time by delivering written notice to the Board, the Chairman (as hereinafter defined) or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. A Manager shall be deemed to have resigned effective upon the adjudicated incompetency of such Manager.

10.4 Removal of Managers by Members. The Members collectively holding a majority of the Units (or a majority of a particular class of Units with respect to a Manager appointed by such class) may remove a Manager. A Manager shall be removed only at a meeting called for the purpose of removing such Manager and the meeting notice shall state that the purpose or one of the purposes of the meeting is removal of the Manager. A Manager may be removed with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board as a result of the death, resignation or removal of a Manager, such Manager shall be replaced in the manner set forth in Section 10.2 hereto. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Manager may not take office until the vacancy occurs.

10.6 Compensation of Managers. The Board may fix the compensation of the Managers at a reasonable amount. No such compensation shall preclude any Manager from serving the Company in any other capacity and from receiving compensation therefor.

10.7 Meetings. The Board may hold regular or special meetings within or outside of the State of Rhode Island. The Board may permit any or all Managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by these means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, a Manager, the Chairman or the President of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meetings. Any action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the all of the Managers entitled to vote at a meeting were present and voted in favor of the action. The action shall be evidenced by one or more written consents describing the action taken, signed by the consenting Managers, and delivered to the Company for inclusion in the minutes or for filing with the Company records reflecting the action taken. Action taken under this Section 10.9 shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date.

10.10 Notice of Meeting. Regular meetings of the Board may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the Board shall be preceded by at least two days' notice of the date, time and place of the meeting. The notice shall not be required to describe the purpose of the special meeting. The notice provisions of Section 13.5 shall be applicable to notices given to Managers.

10.11 Waiver of Notice. A Manager may waive any notice required by this Agreement before or after the date and time stated in the notice. Except as otherwise provided in this Section 10.11, the waiver shall be in writing, signed by the Manager entitled to the notice, and filed with the minutes of Company records. A Manager's attendance at or participation in a meeting shall waive any required notice to such Manager of the meeting unless the Manager at the beginning of the meeting, or promptly upon the Manager's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10.12 Quorum and Voting. A majority of the number of Managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present when a vote is taken, the affirmative vote of a majority of the appointed Managers shall be the act of the Board. A Manager who is present at a meeting of the Board when action is taken shall be deemed to have assented to the action taken unless (a) the Manager objects at the beginning of the meeting, or promptly upon the Manager's arrival, to holding it or transacting business at the meeting or (b) the Manager's dissent or abstention from the action taken is entered in the minutes of the meeting or the Manager delivers written notice of the Manager's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a Manager who votes in favor of the action taken.

10.13 Chairman and Vice-Chairman of the Board. The Board may appoint one of the Managers as Chairman of the Board ("Chairman"). The Board may also appoint one of the Managers as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10.14 Specific Restrictions on the Authority of the Managers and Officers.

(a) Notwithstanding anything herein to the contrary, no Manager or Officer shall have the authority to enter into any agreement or commitment on behalf of the Company, or

under which the Company would be obligated in any way, relating to any of the following matters without the prior unanimous consent of the Board:

(1) the purchase or sale of real property by the Company;

(2) loans by the Company to, or investments by the Company in (whether through the purchase of equity securities or otherwise), third parties (including any Member, Manager or employee of the Company);

(3) the institution of legal proceedings in the name of the Company;

(4) the settlement of legal proceedings in which the Company is a party or for which it may have any liability for indemnification involving more than $10,000;

(5) the decision to file a voluntary petition in bankruptcy by or on behalf of the Company; and

(6) the Company's entering into contracts involving more than $10,000.

(b) Notwithstanding anything herein to the contrary, no Manager or Officer shall have the authority to enter into any agreement or commitment on behalf of the Company, or under which the Company would be obligated in any way, relating to any of the following matters without the prior unanimous consent of the Members:

(1) loans to the Company in excess of $10,000 (excluding normal trade debt);

(2) guarantees of any indebtedness of any person in excess of $10,000;

(3) the sale of all, or substantially all, of the assets of the Company;

(4) the decisions to authorize additional capital contributions or issue additional equity interests in the Company;

(5) the merger or consolidation of the Company with another entity; and

(6) the pledge or other encumbrance of any of the assets of the Company.

11. **OFFICERS.**

11.1 Required Officers. The Company shall have the officers appointed by the Board in accordance with this Agreement ("Officers"). A duly appointed Officer may appoint one or more Officers or assistant Officers if authorized by the Board. The same individual may

simultaneously hold more than one office in the Company. Section 11.12 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Managers' and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the other Officers such responsibility.

11.2 Duties of Officers. Each Officer shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an Officer authorized by the Board to prescribe the duties of other Officers.

11.3 Appointment and Term of Office. The Officers shall be appointed by the Board for such term as the Board shall determine. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each Officer shall hold office until such Officer's successor shall be duly appointed or until the Officer's death or until the Officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An Officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any Officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an Officer or agent shall not of itself create contract rights. An Officer's removal shall not affect the Officer's contract rights, if any, with the Company. An Officer's resignation shall not affect the Company's contract rights, if any, with the Officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control and limitations imposed by the Board. The Chairman shall preside at all meetings of the Members and the Board.

11.7 Medical Director. The Medical Director of the Company shall have the duties and authority prescribed to such position under laws and regulations of the State of Rhode Island governing Organized Ambulatory Care Facilities, including, without limitation, the amended Rules and Regulations for Licensing Organized Ambulatory Care Facilities R23-17-OACF, and such other duties and authority as the Board may assign or delegate to the Medical Director from time to time.

11.8 Administrator. The Administrator of the Company shall have the duties and authority prescribed to such position under laws and regulations of the State of Rhode Island governing Organized Ambulatory Care Facilities, including, without limitation, the amended Rules and Regulations for Licensing Organized Ambulatory Care Facilities R23-17-OACF, and

such other duties and authority as the Board may assign or delegate to the Administrator from time to time.

11.9 President. The President, if that office be created and filled, shall be the chief executive officer of the Company. If no Chairman has been appointed, the President, if that office be created and filled, shall preside at all meetings of the Members and of the Board. The President may sign any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other Officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of president of a Rhode Island corporation and such other duties and abide by such limitations as may be prescribed by the Board from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.10 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.11 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6, and in general, perform all the duties incident to the office of Treasurer of a Rhode Island corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such Officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.12 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of each Member, which shall be furnished to the Secretary by each Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Rhode Island corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.13 Assistant Treasurer and Assistant Secretary.

(a) The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such Officer's duty in such sum and with such surety as the Board shall determine.

(b) The Assistant Treasurer and Assistant Secretary, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11.14 Compensation. The compensation of the Officers, if any, shall be fixed from time to time by the Board, and no Officer shall be prevented from receiving such compensation by reason of the fact that the Officer is also a Manager of the Company.

12. STANDARD OF CARE OF MANAGERS AND OFFICERS; INDEMNIFICATION AND RELATED ACTIVITIES.

12.1 Standard of Care. The Managers and Officers shall not be liable, responsible or accountable in damages to any Interest Holder or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith and in a manner reasonably believed by them to be in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law.

12.2 Indemnification. To the full extent permitted by the Act, the Company shall indemnify a Manager or Officer for, and hold such Manager or Officer harmless from, any loss or damage incurred by the Manager or Officer by reason of any act or omission so performed or omitted by the Manager or Officer so long as the Manager or Officer acted in good faith and in a manner reasonably believed by the Manager or Officer to be within the scope of the authority granted to the Manager or Officer by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law. To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a Manager or Officer who is a party to a proceeding in advance of final disposition of such proceeding provided the Manager or Officer agrees to reimburse the Company should it ultimately be determined that the Manager or Officer was not entitled to indemnification pursuant to the provisions of this Section 12.2. The Company may purchase and maintain insurance on behalf of the Managers and Officers against any liability asserted against or incurred by a Manager or Officer as a result of being a Manager or Officer, whether or not the Company would have the power to indemnify a Manager or Officer against the same liability under the provisions of this Section 12.2 or the Act.

12.3 Other Activities; Related Party Transactions.

(a) The Managers shall devote such of their time to the affairs of the Company's business as the Board shall deem necessary. To the extent not inconsistent with the foregoing, the Interest Holders, Manager, Officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description,

independently or with others, so long as such activities are not directly competitive with those of the Company. The Interest Holders, Managers, Officers or their Affiliates shall be obligated to present any business opportunity of a character which, if presented to the Company, could be taken by the Company and the Interest Holders, Managers, Officers and their Affiliates shall not have the right to take such business opportunity for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person. Notwithstanding the foregoing, the restrictions in this Section 12.3(a) shall be limited as necessary to be consistent with, and permitted by, applicable rules of professional ethics for physicians in Rhode Island.

(b) The fact that the Managers, Officers or their Affiliates are directly or indirectly interested in or connected with any person or entity employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Board from employing such person or entity or from otherwise dealing with such person or entity, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived therefrom. All such dealings with the Managers, Officers or their Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Meetings. Meetings of the Members may be called by the President, any Member or the Board, and shall be called by the President at the demand of any Member or the Board. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a special meeting shall be the date the Member signs the demand.

13.2 Place of Members' Meeting. The Board may designate any place within or without the State of Rhode Island as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the Company's principal office. If a meeting is called at the demand of a Member and such Member designates any place, either within or without the State of Rhode Island, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the Company's principal office. Telephonic meetings of the Members shall be permitted, and any Member may attend a Members' meeting by telephone.

13.3 Action Without Meeting.

(a) Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting and without prior notice if the action is taken by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all of the Units entitled to vote at a meeting were present and voted. The action taken under this Section 13.3 shall be evidenced by one or more written consents describing the action taken, signed by the Members taking the action, and delivered to the Company or to the Board for inclusion in the minutes or filing with the Company records. Action taken under this Section 13.3 shall be effective when consents

representing the votes necessary to take the action are delivered to the Company, or such different date specified in the consent. A consent under this Section 13.3 shall have the effect of a vote at a meeting and may be described as such in any document.

(b) Prompt notice of the taking of any action by Members without a meeting under this Section 13.3 by less than unanimous written consent of the Members entitled to vote shall be given to those Members entitled to vote on the action who have not consented in writing.

13.4 Notice of Meeting. The Company shall notify Members of the date, time and place of each annual or special Members' meeting no fewer than 10, nor more than 60, days before the meeting date. Unless the Act or this Agreement requires otherwise, the Company shall be required to give notice only to Members entitled to vote at the meeting and notice of an annual meeting shall not be required to include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called.

13.5 Form of Notice. Notice of Board or Members' meetings under this Agreement shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, facsimile transmission, e-mail transmission or other form of wire or wireless communication, or by mail or local private courier service or by a nationally recognized overnight courier service. Written notice by the Company to its Members, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members or when faxed or e-mailed, if transmitted by confirmed fax or confirmed e-mail to the Member at the Member's fax or e-mail address shown in the current records of the Company. Written notice to the Company may be addressed to its registered agent at its registered office or to the Company or its Secretary at its principal office. Written notice to the Company, if in a comprehensible form, shall be effective at the earliest of (a) when received or (b) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

13.6 Waiver of Notice. A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice and delivered to the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting shall waive objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting shall be deemed a waiver of any objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

13.7 Record Date. The Board may fix a record date of Members of not more than 70 days before the meeting or action requiring a determination of Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members'

meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to Members, and the record date for any consent action taken by Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Members' List for Meeting. After a record date for a meeting has been fixed, the Company shall prepare a complete list of the names of all the Company's Members who are entitled to notice of a Members' meeting. The list shall be arranged by voting group and show the address of, and Units (and class thereof) held by, each Member. The Members' list shall be available for inspection by any Member beginning five business days before the meeting for which the list was prepared and continuing through the meeting, at the Company's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member, or the Member's agent or attorney, shall be entitled on written demand to inspect and to copy the list during regular business hours and at the Member's expense, during the period it is available for inspection provided the demand is made in good faith and for a proper purpose. The Company shall make the list of Members available at the meeting and any Member, or the Member's agent or attorney, shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of any action taken at the meeting.

13.9 Proxies. At all meetings of Members, the Members may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other Officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other Officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

13.10 Quorum and Voting Requirements. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Once a vote is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. Except as otherwise required by this Agreement or the Act, if a quorum exists, action on a matter (other than the election of Managers) shall be approved if Members entitled to a majority of the votes entitled to be cast on the matter vote in favor of the action.

13.11 Greater Quorum or Voting Requirements. An amendment to this Agreement that adds, changes or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

14. DISSOLUTION.

14.1 When Dissolution Occurs. Notwithstanding anything in the Act (other than a nonwaivable provision of the Act) to the contrary, the Company shall dissolve upon, but not before, the unanimous decision of the Members (whether owning Class A Units or Class B Units) to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Members, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the business of the Company and the affairs of the Interest Holders, as such, shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed on or before the later to occur of (a) the close of the Company's taxable year in which the Company liquidates its assets or (b) 90 days following the date of the liquidation by the Company of its assets, as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (including Interest Holders, if applicable), and to the necessary expenses of liquidation;

(b) Second, to the establishment of and additions to reserves that are determined by the Board in the Board's sole discretion to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and

(c) Third, to the Interest Holders in the same manner as distributions are made under Section 9.1.

14.4 No Negative Capital Account Make-Up Required. No Interest Holder shall be required to contribute any property to the Company or any third party by reason of having a negative Capital Account.

14.5 Liquidation of an Interest Holder's Interest. If an Interest Holder's Units are to be liquidated by agreement between the Company and such Interest Holder (the Company being under no obligation to do so), the Interest Holder shall be entitled to receive in liquidation an amount equal to the amount of such Interest Holder's Capital Account at such time. For purposes of determining the Capital Account of such Interest Holder, (a) the Interest Holder's share of Net Income or Net Loss of the Company to the date of liquidation shall be allocated to such Interest Holder and (b) if the Company's assets are to be revalued in accordance with

Section 7.4(a)(3), the Interest Holders' Capital Accounts shall be adjusted as provided in Section 7.4(a)(3).

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. The Interest Holders may not sell, assign (by operation of law or otherwise), transfer, pledge, hypothecate, encumber or otherwise dispose of their Units, nor withdraw from the Company, except as provided in Section 15. Any purported transfer which is not in compliance with the provisions of Section 15 shall be null and void *ab initio* and the Interest Holder purporting to make such transfer shall for all purposes hereof remain an Interest Holder.

15.2 Voluntary Transfers.

(a) If any Interest Holder ("Selling Party") receives a bona fide written offer ("Offer") to purchase for cash and/or the purchaser's evidence of indebtedness any of the Selling Party's Units which the Selling Party wishes to accept, the Selling Party shall first offer to sell all of the Units covered by the Offer to the other Members, and the other Members shall have the option to purchase such Units at the price and upon the terms and conditions set forth in the Offer ("Voluntary Option"). Each of the other Members shall have the right to purchase the Selling Party's Units offered for sale in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If not all of the other Members exercise their Voluntary Options, those Members exercising their Voluntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If there is only one other Member, such Member may assign all or a portion of such Member's rights under the Voluntary Option to a third party.

(b) Notice of the Voluntary Option shall be given in writing to the other Members. Such notice shall state the Units being offered and shall contain a copy of the Offer. The Voluntary Option period shall commence upon the date of the proper delivery of the notice and shall terminate, unless exercised, 30 days thereafter, unless sooner terminated by written refusal of the other Members. An election to exercise a Voluntary Option shall be made in writing and transmitted to the Selling Party. Unless the other Members exercise their Voluntary Options with respect to all of the Units subject to the Offer, no exercises of the Voluntary Option shall be effective. If the date for the closing set forth in the Offer is sooner than three days after the expiration of the Voluntary Option period referred to above, then the closing of the purchase pursuant to the Voluntary Option shall occur on the third day following the exercise of the Voluntary Option.

(c) Upon the failure or neglect of the other Members to purchase all of the Units offered in accordance with Section 15.2(a), the Selling Party shall, for a period of 60 days from the date when the Voluntary Option expired, have the right to sell the Units covered by the Offer to the person or entity making such Offer upon the exact terms and conditions set forth in such Offer. Notwithstanding the foregoing, the transferee of the Units shall not become a substitute Member unless the requirements of Section 15.5 are met, but the transferee shall nevertheless be subject to the provisions of this Agreement. For all purposes of this Agreement, a

transferee who is not admitted as a substitute Member shall only be entitled to receive the distributions to which the assignor would have been entitled with respect to the Units assigned and, in such event, the transferor, if a Member, shall not have any voting rights with respect to the Units transferred. If the Selling Party fails to so sell such Units within such 60 day period, or if any material term of the Offer is changed, modified or supplemented, then such Units may not be sold without first again giving the other Members a Voluntary Option with respect thereto.

15.3 Involuntary Transfers.

(a) If any Interest Holder's Units are sought to be transferred by any involuntary means (other than death or adjudication of incompetency or insanity), including, but not by way of limitation, attachment, garnishment, execution, levy, bankruptcy, seizure or transfer in connection with a divorce or other marital property settlement, then the other Members shall have the option ("Involuntary Option") to purchase all or any of the Units sought to be involuntarily transferred at the price and upon the terms and conditions set forth in Section 15.4. If there is more than one other Member, then each of the other Members shall have the right to purchase such Units in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If not all of the other Members exercise their Involuntary Options, then those other Members exercising their Involuntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as they shall unanimously agree. If there is only one other Member, such other Member may assign all or a portion of such Member's rights under the Involuntary Option to a third party, if the Member so desires.

(b) The Involuntary Option period shall commence upon receipt by the other Members of actual notice of the attempted involuntary transfer and terminate, unless exercised, 60 days thereafter, unless sooner terminated by written refusal of the other Members. An election to exercise any Involuntary Option shall be made in writing and transmitted to the Interest Holder whose Units are sought to be involuntarily transferred.

(c) Upon the failure or neglect of the other Members to purchase all of the Units sought to be involuntarily transferred in accordance with this Section 15.3, the unpurchased Units may be involuntarily transferred. Any such transferee may not become a substitute Member unless the conditions of Section 15.5 have been complied with, but such transferee shall nevertheless be subject to the provisions of this Agreement.

(d) If, notwithstanding the provisions of this Section 15.3, any Units are effectively transferred by involuntary means without compliance with the provisions of Section 15.3(a), then the Involuntary Option shall be to purchase such Units from the transferee(s).

15.4 Purchase Price and Terms.

(a) The purchase price for all of an Interest Holder's Units to be purchased pursuant to the exercise of the Involuntary Option shall be the Capital Account of such Interest Holder as of the close of the month during which the exercise of the Involuntary Option occurs ("Effective Date"), prorated if less than all of an Interest Holder's Units are to be purchased; provided, however, that if the Interest Holder has a zero or negative Capital Account, the purchase

price for all of the Interest Holder's Units shall be One Dollar. Such Capital Account shall be adjusted to reflect allocations of Net Income or Net Loss and Regulatory Allocations of the Company through the Effective Date and contributions by, and distributions to, the Interest Holder since the close of the Company's last Fiscal Year to the extent such adjustments have not already been reflected in the Capital Account of the Interest Holder on the books of the Company. The sale shall be effective as of the Effective Date.

(b) The purchase price shall, at the option of the purchaser, be paid either (1) by cashier's or certified check on the closing date or (2) at least 20% by cashier's or certified check on the closing date, with the balance represented by a promissory note of the purchaser dated as of the Effective Date, bearing interest at the applicable Federal rate (within the meaning of section 1274(d) of the Code), payable in not more than five equal annual installments of principal together with accrued interest.

(c) The closing date shall occur on or before 30 days following the exercise of the Involuntary Option. At the closing, the selling Interest Holder shall execute such instruments of assignment as shall be requested by the purchaser conveying the Units purchased free and clear of all liens and encumbrances whatsoever. If the selling Interest Holder fails to execute such document, an Officer may do so pursuant to the power of attorney granted in Section 15.8.

15.5 Substitute Member. Except as otherwise provided herein, no assignee of a Member's Units shall have the right to become a substitute Member unless all of the following conditions are satisfied:

(a) except in the case of death or adjudication of incompetency or insanity, the fully executed and acknowledged written instrument of assignment has been filed with the Company setting forth the intention of the assignor that the assignee become a substitute Member in place of the assignor with respect to the Units assigned;

(b) the assignor (except in the case of death) and assignee execute and acknowledge such other instruments as the Board deems necessary or desirable to effect such admission, including, but not limited to, the written acceptance and adoption by the assignee of the provisions of this Agreement; and

(c) the Board has consented to the assignment and substitution, which shall be in the Board's sole and absolute discretion.

15.6 Death, Incompetency, Etc. of Member. Upon the occurrence of any of the events set forth in § 7-16-38 of the Act with respect to an Interest Holder, the successor-in-interest of such Interest Holder shall have all of the rights of an Interest Holder for the purposes of managing or settling such Interest Holder's estate and, if the Interest Holder was a Member, upon compliance with the provisions of Section 15.5, may become a substitute Member. In all of the above events, the successor-in-interest shall not have the right to demand payment for the Units.

15.7 Admission of New Member. Except as provided in Section 4.3, no new Member may be admitted to the Company without the consent of the Members. For purposes of this Section 15.7, a substitute Member shall not be considered a new Member.

15.8 Power of Attorney. Each Interest Holder, as well as persons who subsequently become Interest Holder, hereby irrevocably constitutes and appoints each of the Managers from time to time, with full power of substitution, as such Interest Holder's true and lawful attorney-in-fact, with full power and authority, in such Interest Holder's name, place and stead, to make, execute, and acknowledge all instruments of assignment as contemplated in this Section 15 if the Interest Holder is the seller and fails to do so. The power of attorney hereby granted to the Managers is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, bankruptcy or adjudication of incompetency or insanity of the Interest Holder granting it.

16. CERTIFICATES.

16.1 Certificates. The Board shall determine whether Units shall be represented by certificates. If the Board determines there shall be certificates representing Units, such certificates shall be in such form as may be determined by the Board. Such certificates shall be signed by at least two Managers. The signatures of such Managers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units, class of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like class and number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

16.2 Transfer of Certificates. Transfer of Units shall be made on the books of the Company only in accordance with the terms of this Agreement and only by the registered holder thereof, or by the registered holder's legal representative who shall furnish proper evidence of authority to transfer, or by the registered holder's attorney-in-fact thereunto authorized by power of attorney duly executed and filed with the Company, and on surrender for cancellation of the certificate for such Units. The person in whose name Units stand on the books of the Company shall be deemed the owner thereof for all purposes as regards the Company.

16.3 Legend on Certificates. All certificates representing Units shall bear the following legend (in addition to any other legend that counsel to the Company shall deem appropriate):

> "The Units represented by this certificate are subject to, and are transferable only in compliance with, the Operating Agreement of the Company dated as of October 30, 2017, a copy of which is on file at the principal office of the Company."

17. TAX MATTERS PARTNER; PARTNERSHIP REPRESENTATIVE.

17.1 Tax Matters Partner.

(a) For tax years beginning on or before December 31, 2017, the tax matters partner ("TMP") for the Company shall be one of the Members selected by the Members, or selected by the Board if the Members are unable to agree. Any Member elected to be the TMP

shall continue as such until the Member ceases to be a Member, resigns as TMP or is removed as TMP by the vote of the Members. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of the Member being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in the Member's duties involved in acting as TMP.

(d) Nothing herein shall constitute an election to be subject to the partnership level audit procedures of section 6221 *et seq.* of the Code.

17.2 Partnership Representative.

(a) For tax years beginning after December 31, 2017, the provisions of this Section 17.2 shall apply and the Board shall designate a person or entity to serve as the partnership representative of the Company for purposes of Subchapter C of Chapter 63 of the Code ("Partnership Representative") and any comparable provisions of state or local law.

(b) If the Company qualifies under section 6221(b) of the Code to elect to have Subchapter C of Chapter 63 of the Code not apply to the Company, the Board shall cause the Company to make such election.

(c) If any "partnership adjustment" as defined in section 6241(2) of the Code ("Partnership Adjustment") is determined with respect to the Company, the Partnership Representative shall promptly notify the Members of receipt of a notice of final partnership adjustment ("NFPA"). The Members shall determine whether to file a petition in Tax Court, cause the Company to pay the amount of the Partnership Adjustment or make the election under section 6226 of the Code and notify the Partnership Representative in writing within 10 days of their receipt of notice of the NFPA of their recommended action or actions.

(d) If any Partnership Adjustment is finally determined and the Company has not made an election under section 6226 of the Code, then (1) the Interest Holders shall take such actions as requested by the Partnership Representative including, but not limited to, filing amended tax returns and paying any tax due in accordance with section 6225(c)(2) of the Code, (2) the Partnership Representative shall use commercially reasonable efforts to make any

modifications available under sections 6225(c)(3), (4) and (5) of the Code, and (3) any imputed underpayment determined in accordance with section 6225 of the Code or Partnership Adjustment that does not give rise to an imputed underpayment shall be apportioned among the current and former Interest Holders who were Interest Holders for the taxable year of the Partnership Adjustment ("Adjustment Partners") in such manner as may be necessary (as determined by the Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the Partnership Adjustment and any associated interest and penalties are borne by the Adjustment Partners based upon their relative ownership of Units in the taxable year with respect to which the Partnership Adjustment was made.

(e) The obligations of each Interest Holder under this Section 17.2 shall survive after an Interest Holder ceases to be an Interest Holder for any reason including, but not limited to, the transfer of the Interest Holder's Units, withdrawal of the Interest Holder, dissolution of the Company or termination of this Agreement.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS OF INTEREST HOLDERS.

18.1 Representations, Warranties and Covenants of Interest Holders. Each of the Interest Holders hereby represents and warrants to, and agrees with, the Company that:

(a) The Interest Holder has the full right, power and authority to execute, deliver and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered on behalf of the Interest Holder and constitutes the valid and binding obligation of the Interest Holder in accordance with its terms.

(c) The Interest Holder is not subject to any restriction or agreement which prohibits or would be violated by the execution hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(d) The Interest Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, or has obtained the advice of an advisor who is so qualified.

(e) The Interest Holder has been advised that the Units have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under the laws of any other jurisdiction, nor does the Company contemplate registering the Units. Accordingly, the Units must be held by the Interest Holder indefinitely unless such Units are subsequently registered under the Securities Act or an exemption from such registration is available.

(f) The Units are being acquired for the Interest Holder's own account, solely for investment purposes and not with a view toward resale, distribution or other disposition and will not be sold, transferred or disposed of except pursuant to an effective registration statement under the Securities Act or an exemption therefrom, as determined by, or with the approval of, counsel satisfactory to the Company.

(g) The Interest Holder recognizes that an investment in the Company involves great risks, including a possible total loss of the Interest Holder's investment, and the Interest Holder has taken full cognizance of, and understands all of, the risk factors related to such investment.

(h) The Interest Holder or, if applicable, the Interest Holder's advisor, has had full access to all information necessary to make a determination of whether to invest in the Company and has had an opportunity to ask questions of the Board concerning an investment in the Company.

19. GENERAL.

19.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement (other than notices of Members' meetings) shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed facsimile, by e-mail (with confirmation of transmission) or by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office;

or

(2) If given to an Interest Holder, to the Interest Holder at the mailing or e-mail address set forth in the records of the Company.

Notices of Members' meetings shall be in writing and may be sent as provided above, except that mailed notices may be sent by regular mail, and shall be sent not less than five days prior to the meeting.

(b) All notices, demands and requests (other than notices of Members' meetings) shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax or confirmed e-mail, or upon being deposited in the United States mail in the manner provided in Section 19.1(a). However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax or e-mail, or the date on the return receipt, as applicable.

19.2 Amendment.

(a) Except as provided in Section 19.2(b), this Agreement may be modified or amended from time to time only upon the consent of the Members; provided, however, that the written consent of the Members holding a majority of the Units within a particular class shall also be required for any modification or amendment to this Agreement which has a material and disproportionately adverse effect on such class of Members' economic rights hereunder.

(b) In addition to any amendments authorized by Section 19.2(a), this Agreement may be amended from time to time by the Board without the consent of any of the Interest Holders to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

19.3 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (1) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (2) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) It is agreed between the parties that the Company would be irreparably damaged by reason of any violation of the provisions of Section 19.3(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 19.3 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

19.4 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

19.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

19.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.7 Arbitration. Except as otherwise provided in Section 19.3(b), if any dispute shall arise between the Interest Holders as to their rights or liabilities under this Agreement, the dispute shall be exclusively determined, and the dispute shall be settled, by arbitration in accordance with the commercial rules of the American Arbitration Association. The arbitration shall be held in Providence, Rhode Island before a panel of three arbitrators, all of whom shall be chosen from a panel of arbitrators selected by the American Arbitration Association (or such other independent dispute resolution body to which they shall mutually agree). Each of the parties to the dispute shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (or such other independent body to which they shall mutually agree). The decision of the arbitrators shall be final and binding upon the Interest Holders and the Company and judgment upon such award may be entered in any court of competent jurisdiction. The costs of the arbitrators and of the arbitration shall be borne one-half by each of the parties. The costs of each party's counsel, accountants, etc., as well as any costs solely for their benefit, shall be borne separately by each party. **EACH OF THE INTEREST HOLDERS HEREBY ACKNOWLEDGES THAT THIS PROVISION CONSTITUTES A WAIVER OF THEIR RIGHT TO COMMENCE A LAWSUIT IN ANY JURISDICTION WITH RESPECT TO THE MATTERS WHICH ARE REQUIRED TO BE SETTLED BY ARBITRATION AS PROVIDED IN THIS SECTION 19.7.**

19.8 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

19.9 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island without regard to its conflict of laws rules.

19.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

19.11 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

19.12 No Right of Partition. The Interest Holders hereby agree that the Company's properties are not, and will not be, suitable for partition. Accordingly, each of the Interest Holders hereby irrevocably waives any and all rights which such Interest Holder may have to maintain an action for partition of any of the Company's properties.

19.13 Default Rules. Regardless of whether this Agreement specifically refers to particular default rules set forth in the Act ("Default Rule"), (i) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (ii) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

19.14 Construction. The parties acknowledge that they have each participated in the preparation of this Agreement and that this Agreement shall be construed without regard to the

identity of the party who drafted its various provisions and any rule of construction that a document is to be construed against the drafting party shall not apply.

19.15 Acknowledgment of Representation. This Agreement has been drafted by Bingham Greenebaum Doll LLP, as legal counsel to the manager of the Members. Each Member acknowledges that such Member has reviewed the contents of this Agreement and fully understands its terms. Each Member acknowledges and is fully aware (a) of such Member's right to the advice of counsel independent from that of the Company, (b) that a conflict exists among the Members' and the Company's individual interests with respect to this Agreement, and that such interests may presently and in the future be adverse, (c) that such Member should seek the advice of independent counsel, and (d) that such Member had the opportunity to seek the advice of independent counsel. Each Member further acknowledges that Bingham Greenebaum Doll LLP has provided no advice, representations or opinion to such Member regarding the tax consequences of this Agreement, and that such Member should seek the advice and consultation of such Member's own personal tax advisers with respect to such tax consequences.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

BIOREGULATORY MEDICAL, LLC

By: Robert Woodford Enterprises, LLC, Manager

By: _____
Michael Baldwin, Manager
("Bio-Medical")

BIOREGULATORY DENTAL, LLC

By: Robert Woodford Enterprises, LLC, Manager

By: _____
Michael Baldwin, Manager
("Bio-Dental")

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EXHIBIT A

Member	Initial Capital Contributions
1. Bioregulatory Medical, LLC	$[_____]
2. Bioregulatory Dental, LLC	$[_____]
Total:	$[_____]

EXHIBIT B

Member	Class A Units	Class B Units	Total Units
Bioregulatory Medical, LLC	[____]	-0-	[____]
Bioregulatory Dental, LLC	-0-	[____]	[____]
Totals:	[____]	[____]	[____]

State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

Bioregulatory Medical, LLC

is a Rhode Island Limited Liability Company organized on **October 11, 2017.**
I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

October 13, 2017

Secretary of State

Certificate Number: 17100049440
Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx
Processed by: dantonelli

STATEMENT RELATING TO FORMATION
of

BIOREGULATORY MEDICAL, LLC

The undersigned Members hereby agree to form Bioregulatory Medical, LLC (the "Company") as a limited liability company pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended and authorize Adelita S. Orefice, Esq. of Donoghue Barrett & Singal P.C. to execute the Articles of Organization in the form attached hereto and to submit or deliver the same for filing to the Secretary of State of Rhode Island.

MEMBERS:

Joeffrey Drobot, NMD

Robert Woodford Enterprises, LLC
By Manager, Michael Baldwin

Dated: As of 10.9, 2017

040566.1

OPERATING AGREEMENT

OF

BIOREGULATORY MEDICAL, LLC

October 30, 2017

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TABLE OF DEFINED TERMS

OPERATING AGREEMENT
OF
BIOREGULATORY MEDICAL, LLC

THIS OPERATING AGREEMENT ("Agreement") is made as of the 30th day of October, 2017, by and between (i) **ROBERT WOODFORD ENTERPRISES, LLC**, a Kentucky limited liability company ("RWE"), and (ii) **JEOFFREY DROBOT, NMD** ("Dr. Drobot"). The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION. The Members do hereby form a limited liability company ("Company") pursuant to the provisions of the Rhode Island Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Bioregulatory Medical, LLC.

2.2 Principal Office. The principal office of the Company shall be at 111 Chestnut Street, Providence, Rhode Island 02903, or at such other place as shall be determined by the Manager (hereinafter referred to) from time to time with notice to the Members. The books of the Company shall be maintained at such principal place of business or such other place that the Manager shall deem appropriate. The Company shall designate an agent for service of process in Rhode Island in accordance with the provisions of the Act. The Manager shall maintain, at the Company's principal office, those items referred to in § 7-16-22(a) of the Act.

3. PURPOSES AND TERM.

3.1 Purposes. The purposes of the Company are as follows:

(a) To own an interest in American Center for Bioregulatory Medicine and Dentistry, LLC, a Rhode Island limited liability company ("Clinic"), which is an entity engaged in the business of practicing bioregulatory medicine and bioregulatory dentistry in the state of Rhode Island and operating a clinic in connection with the same.

(b) To engage in such other lawful activities in which a limited liability company may engage in under the Act as are unanimously agreed to by the Members.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement. The Company shall not engage in any business other than as set forth in Section 3.1, nor take any action not contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of Articles of Organization with the Rhode Island Secretary of State's office, and shall continue until dissolved in accordance with Section 12. Adelita S. Orefice, Esq. has been authorized to execute and file the Articles of Organization on behalf of the Company.

4. CAPITAL.

4.1 Capital Structure. The total number of units of the Company ("Units") which the Company is authorized to issue is (i) 1,000 Class A Units ("Class A Units") and (ii) 1,000 Class B Units ("Class B Units"). The Members owning the Class A Units ("Class A Members") and the Members owning the Class B Units ("Class B Members") shall each be entitled to one vote per Unit (prorated in the case of fractional Units) with respect to all matters on which Members are entitled to vote.

4.2 Initial Capital Contributions of Class A Member. At such time as determined by the Manager, RWE, as the sole Class A Member, shall make an initial capital contribution to the Company of cash in an amount sufficient to satisfy the Company's initial capital needs as established by the Clinic's board of directors based on the initial capital needs of the Clinic as set forth in the Clinic's initial budget. Once such budget has been approved, the amount of the initial capital contribution to be made by RWE, as the sole Class A Member, shall be set forth opposite its name on Exhibit A attached hereto and made a part hereof. In exchange for its initial capital contribution to the Company, RWE shall be issued the number of Class A Units set forth opposite its name on Exhibit B attached hereto and made a part hereof.

4.3 Additional Capital Contributions. If the Manager determines that the Company requires, or it is appropriate to receive, additional capital (whether in the form of cash or property) for further contribution to the Clinic, then the Manager shall authorize the Company to issue an additional number of Class A Units as shall be sufficient to satisfy such additional capital need of the Clinic at such price per Class A Unit as the Manager determines to be appropriate. The Members shall have the option, but not the obligation, to purchase all of the Class A Units to be issued in proportion to the number of Units owned by them, or in such other percentages as they shall unanimously agree. If any Member fails to purchase all such additional Class A Units permitted to be purchased by such Member, then the other Members, if any, may purchase such additional Class A Units in proportion to the number of Units owned by them, or in such other percentages as they shall unanimously agree. If the Members, in the aggregate, fail to purchase all such additional Class A Units to be issued, the Company may issue such unpurchased Class A Units to such third parties as the Manager deems appropriate. Any such third party who contributes additional capital pursuant to this Section 4.3 in exchange for Class A Units shall automatically become a new Class A Member upon such third party's written acceptance and adoption of the terms of this Agreement. Any Class B Member who contributes additional capital pursuant to this Section 4.3 in exchange for Class A Units shall automatically become a Class A Member with respect to the Class A Units issued to such Class B Member.

4.4 Issuance of Class B Units for Services.

(a) Dr. Drobot, as the sole Class B Member, shall provide services to, or for the benefit of, the Company and the Clinic in exchange for issuance to him of the number of

Class B Units set forth opposite his name on Exhibit B hereto. Such Class B Units shall be deemed issued to Dr. Drobot as of the effective date hereof, but there shall not be any amount credited to Dr. Drobot's Capital Account (as hereinafter defined) as a result thereof. It is the intention of the Members that the Class B Units received by Dr. Drobot constitute a "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, and not a "capital interest" for Federal income tax purposes, and this Agreement shall be so construed.

(b) With the prior written consent of a majority of the Members, the Manager may issue additional Class B Units to the officers, employees or independent contractors of the Company or the Clinic in exchange for their performance of services for the benefit of the Company or the Clinic without requiring any payment therefor. In such case, the Class B Units shall be issued so as to constitute a "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, not a "capital interest" for Federal income tax purposes, and shall not result in the credit of any amount to such service provider's Capital Account. If the Manager determines that it is appropriate, the Class B Units issued pursuant to this Section 4.4(b) may be subject to vesting and transferability restrictions, in addition to those otherwise provided in this Agreement.

4.5 Code Section 83 Safe Harbor Election.

(a) By executing this Agreement, in the event that Prop. Treas. Reg. § 1.83-3(l) (or a similar law or regulation) is finalized, each Member issued Class B Units pursuant to Section 4.4 authorizes and directs the Company to elect to have the "Safe Harbor" described in Prop. Treas. Reg. § 1.83-3(l) (or in a similar law or regulation) in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice") apply to any Class B Units transferred on or after the effective date of such Revenue Procedure to a service provider by the Company in connection with services provided to or for the benefit of the Company or the Clinic. For purposes of making such Safe Harbor election, RWE is hereby designated as the "partner who has responsibility for Federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by RWE constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, including, without limitation, the requirement that each Member shall prepare and file any U.S. Federal income tax returns that such Member is required to file reporting the income tax effects of each "Safe Harbor Partnership Interest" issued by the Company in a manner consistent with the requirements of the IRS Notice. The obligations of a Member to comply with the requirements of this Section 4.5 shall survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 4.5, the Company shall be treated as continuing in existence following the occurrence of the foregoing events.

(b) Each Member authorizes the Manager to amend this Section 4.5 to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the IRS Notice (*e.g.*, to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance); provided, however, that such amendment is not materially adverse to such Member (as compared with the after tax consequences that would result if the provisions of the IRS Notice applied to all interests in the

Company transferred to a service provider by the Company in connection with services provided to or for the benefit of the Company and the Clinic).

(c) Within 30 days after the date a service provider (including any officer, manager or employee of the Company or the Clinic) is issued or granted any Class B Units that are subject to a substantial risk of forfeiture, such person shall make an effective election with the Internal Revenue Service under section 83(b) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder in a form and substance satisfactory to the Manager, and such person shall, if so required, file a copy of such election with such person's tax return for that year. The Company may provide any such service provider the Company's estimate of the value of the Class B Units granted to such person but shall have no obligation to do so and shall have no liability in the event such estimate proves inaccurate. A copy of any such section 83(b) election shall be provided by such person to the Company confirming the timely filing of the election.

4.6 Loans from Interest Holders. If the Company has a need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Manager and such Interest Holders.

4.7 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.2, no Member shall be obligated to contribute funds or loan money to the Company.

4.8 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.9 No Withdrawal of Capital. No Interest Holder shall be entitled to withdraw any part of such Interest Holder's capital contributions to the Company, except as provided in Sections 9 and 12. No Interest Holder shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.10 Maintenance of Capital Accounts. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. An Interest Holder shall have a single Capital Account even though the Interest Holder may own both Class A Units and Class B Units. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the amount of cash and the fair market value of any property (other than cash) initially contributed to the Company by the Interest Holder and thereafter shall be (a) increased by (1) any cash and the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject), and (2) the amount of all Net Income (as hereinafter defined) allocated to such Interest Holder pursuant to Section 7.1, and (b) decreased by (1) the amount of any Net Loss (as hereinafter defined) allocated to such Interest Holder pursuant to Section 7.1, and (2) the amount of cash and the fair market value of any property (net of any

liabilities assumed by such Interest Holder or to which the distributed property is subject) distributed to such Interest Holder pursuant to Sections 9 and 12. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any portion of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Manager shall determine, showing all receipts and expenditures, assets and liabilities, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in Sections 7, 9 and 12. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by the Member's duly authorized representatives during normal business hours and may be copied at the expense of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5.3 Reports.

(a) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each person who was an Interest Holder at any time during such Fiscal Year all the information relating to the Company which shall be necessary for the preparation by each such person of their Federal and state income or other tax returns.

(b) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each Member a report of the business and operations of the Company during such Fiscal Year. Such report shall contain unaudited financial statements, shall include a balance sheet as of the end of such Fiscal Year, a statement of Company Net Income or Net Loss for such Fiscal Year and such other information as in the judgment of the Manager shall be reasonably necessary for the Members to be advised of the results of the Company's operations.

5.4 Tax Returns. It shall be the duty of the Manager to prepare, or cause to be prepared, and timely file, all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All expenses incurred in connection with such tax returns and information returns, as well as for the reports referred to in Section 5.3, shall be expenses of the Company.

6. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Manager. Withdrawals therefrom shall be made upon such signature or signatures as the Manager may designate. Company funds shall not be commingled with those of any other person or entity.

7. ALLOCATION OF NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the Net Income of the Company for each Fiscal Year shall be allocated to the Interest Holders as follows:

(1) First, in proportion to the Net Losses previously allocated to the Interest Holders pursuant to Section 7.1(b) until such time as the aggregate Net Income allocated to the Interest Holders pursuant to this Section 7.1(a)(1) in all Fiscal Years equals the Net Losses allocated to the Interest Holders pursuant to Section 7.1(b) in all prior Fiscal Years.

(2) Second, the balance of such Net Income, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

(b) Except as otherwise provided herein, the Net Loss of the Company for each Fiscal Year shall be allocated to the Interest Holders as follows:

(1) First, to the Interest Holders in accordance with their respective positive Capital Account balances until the Capital Accounts of all Interest Holders have been reduced to zero.

(2) Second, the balance of such Net Loss, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

(c) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. It is the intention of the parties that the provisions of this Section 7.1(c) constitute a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(d) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if

any of the exceptions set forth in Treas. Reg. § 1.704-2(f) apply. It is the intention of the parties that this provision constitute a "minimum gain chargeback" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(e) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(f) Notwithstanding the provisions of Section 7.1(b), no Net Losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the Net Loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss may be allocated without violation of the provisions of this Section 7.1(f) in proportion to, and to the extent of, their respective positive Capital Account balances, as adjusted pursuant to the first sentence of this Section 7.1(f). If the limitation contained in the preceding sentences of this Section 7.1(f) would apply to cause an item of loss or deduction to be unavailable for allocation to any Interest Holder, then such item of loss or deduction shall be allocated between or among the Interest Holders in accordance with the Interest Holders' respective "partners' interests in the partnership" within the meaning of Treas. Reg. § 1.704-1(b)(3).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis therefor as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Manager. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

(h) The allocations provided for in Sections 7.1(a) through 7.1(f) ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. § 1.704-1(b)(2). It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 7.1(h). Therefore,

notwithstanding any other provision of Section 7.1 (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations in whatever manner the Manager determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Sections 7.1(a) and 7.1(b). In exercising the discretion granted under this Section 7.1(h), the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

7.2 Allocation of Excess Nonrecourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event that any Interest Holder's relative ownership percentage of outstanding Units changes at any time other than at the end of a Fiscal Year, including, but not limited to, as a result of (a) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (b) the admission of a new Member or (c) the disproportionate issuance of Units, the Interest Holders' shares of the Company's income, gain, loss, deductions and credits, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated among the Interest Holders using the interim closing method (as described in Treas. Reg. § 1.706-4) and the monthly convention (within the meaning of Treas. Reg. § 1.706-4(c)(1)(iii)); provided, however, that, in the discretion of the Manager, any such allocations may be made using the proration method (as described in Treas. Reg. § 1.706-4) or any other method and convention permitted under Treas. Reg. § 1.706-4. The discretion delegated to the Manager under the foregoing sentence is intended to constitute the Members' authorization for the Manager to select an alternative method or convention as permitted by Treas. Reg. § 1.706-4(f) and if such authority to select is exercised, it shall be recorded in a dated, written statement by the Manager that is maintained with the Company's books and records. If, during any Fiscal Year, there occurs more than one event triggering the application of this Section 7.3, the Company may use a different method for each such event; provided, however, that if the Company uses the interim closing method for more than one event, then the same convention shall be used for all such events that use the interim closing method during such Fiscal Year. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as

that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7.4 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Book Value" shall mean, with respect to any Company asset, the adjusted basis of such asset for Federal income tax purposes, except as follows:

(1) the initial Book Value of any Company asset contributed by an Interest Holder to the Company shall be the gross fair market value of such asset as of the date of such contribution, as determined by the Manager; provided, however, that the initial Book Values of the assets, if any, contributed to the Company pursuant to Section 4.2, if any, shall be as set forth in such Section;

(2) immediately prior to the distribution by the Company of any Company asset to an Interest Holder, the Book Value of such asset shall be adjusted to its gross fair market value as of the date of such distribution as determined by the Manager (or if Section 9.4 applies, then as determined by the Manager and the distributee Interest Holder in the manner provided therein);

(3) the Book Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager (or if Section 9.4 applies, then as determined by the Manager and the distributee Interest Holder in the manner provided therein), as of the following times:

(A) the acquisition of additional Units from the Company by a new or existing Interest Holder in exchange for more than a *de minimis* capital contribution;

(B) the distribution by the Company to an Interest Holder of more than a *de minimis* amount of Company property as consideration for all or a portion of such Interest Holder's Units;

(C) in connection with the grant of Units (other than a *de minimis* amount) to a new or existing Interest Holder as consideration for the provision of services to or for the benefit of the Company; and

(D) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g);

provided, however, that adjustments pursuant to Sections 7.4(a)(3)(A), 7.4(a)(3)(B) or 7.4(a)(3)(C) need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Interest Holders and that the absence of such adjustment does not adversely and disproportionately affect any Interest Holder;

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m); provided, however, that Book Values shall not be adjusted pursuant to this Section 7.4(a)(4) to the extent that an adjustment pursuant to Section 7.4(a)(3) is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this Section 7.4(a)(4); and

(5) if the Book Value of a Company asset has been determined pursuant to Section 7.4(a)(1) or adjusted pursuant to Sections 7.4(a)(3) or 7.4(a)(4), such Book Value shall thereafter be adjusted to reflect the Depreciation (as hereinafter defined) taken into account with respect to such Company asset for purposes of computing Net Income and Net Loss.

(b) "Depreciation" shall mean, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for Federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for Federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, then Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g)(3).

(c) "Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with section 703(a) of the Code (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

(1) any income realized by the Company that is exempt from Federal income taxation, as described in section 705(a)(1)(B) of the Code, shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(2) any expenditures of the Company described in section 705(a)(2)(B) of the Code, including any items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(i) as items described in section 705(a)(2)(B) of the Code, shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for Federal income tax purposes;

(3) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(4) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g);

(5) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of Net Income or Net Loss;

(6) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to sections 732(d), 734(b) or 743(b) of the Code is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(7) notwithstanding any other provisions hereof, any items of income, gain, loss or deduction which are specially allocated pursuant to the Regulatory Allocations shall not be taken into account in computing Net Income or Net Loss.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the Net Income or Net Loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in accordance with the provisions of Treas. Reg. § 1.1245-1(e) (without regard to whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Manager.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

9. DISTRIBUTIONS.

9.1 Net Cash Flow. For purposes of this Agreement, the term "Net Cash Flow" for any period shall mean the excess, if any, of (a) the sum of (1) all gross receipts of the Company from any sources for such period, other than from capital contributions, plus (2) any funds released by the Manager from previously established reserves (referred to in (b)(2) below), over (b) the sum of (1) all cash expenditures of the Company (other than distributions) for such period not funded by capital contributions or paid out of previously established reserves (referred to in (b)(2) below), plus (2) a reasonable reserve for future expenditures as determined by the Manager.

9.2 Distributions of Net Cash Flow. Except as otherwise provided in Section 9.3, the Net Cash Flow of the Company for each Fiscal Year shall be distributed at such time or times as shall be determined by the Manager, but in all events within 90 days following the close of each Fiscal Year. All distributions (other than in connection with the liquidation of the Company, which distributions shall be made in accordance with Section 12.3) shall be made to the Interest Holders in the following order of priority:

(a) First, one 100% to the Interest Holders who own Class A Units pro rata in proportion to their respective balances of Unreturned Capital, if any, until such Unreturned Capital has been reduced to zero. For purposes of this Agreement, the term "Unreturned Capital" shall mean, with respect to an Interest Holder the sum of the capital contributions made by such Interest Holder less the aggregate amount of distributions made to such Interest Holder pursuant to this Section 9.2(a) and Section 12.3(c).

(b) Second, to the Interest Holders in accordance with the number of Units owned by each of them as of the date the distribution is made.

9.3 Tax Distributions. Notwithstanding the provisions of Section 9.2, the Company shall distribute, not later than seventy-five (75) days after the close of each Fiscal Year, to the extent not previously distributed, an amount of Net Cash Flow which, when added to all other distributions of Net Cash Flow made with respect to the prior Fiscal Year, is designed to enable the Interest Holders to pay their Federal, state and local income taxes (taking into account the deductibility of state and local income taxes for Federal income tax purposes) on their respective distributive shares of the Company's taxable income (including separately stated items, but excluding gain recognized pursuant to section 704(c) of the Code) with respect to such Fiscal Year ("Tax Distribution"). The Tax Distribution shall be computed as if all of the Interest Holders are individuals resident in the state and locality of the Interest Holder subject to the highest marginal individual state and local income tax rate and under the assumption that each Interest Holder is subject to such highest marginal Federal, state and local income tax brackets. All Tax Distributions shall be made to the Interest Holders in accordance with the number of Units owned by such Interest Holders as of the date the distribution is made. Any distribution made pursuant to this Section 9.3 shall be treated as an advance, charged against any distributions of Net Cash Flow to be made to the Interest Holders pursuant to Section 9.2.

9.4 Property Distributions. If any property of the Company other than cash is distributed by the Company to an Interest Holder (in connection with the liquidation of the Company or otherwise), the fair market value of such property as of such date shall be used for

purposes of determining the amount of such distribution. The fair market value of the property distributed shall be agreed to by the Manager and the distributee Interest Holder in good faith. If any such property distribution is made other than in exchange for Units, such distribution shall be made in the same manner as an equivalent amount of cash would be distributed pursuant to Section 9.2. Property need not be distributed pro rata to the Interest Holders; provided, however, that any distribution made other than in redemption of all or a portion of an Interest Holder's Units must, in the aggregate, be consistent with Section 9.2.

9.5 Withholding. The Company may withhold taxes from any distribution to any Interest Holder to the extent required by the Code or any other applicable law, or file a return and pay tax on behalf of certain Interest Holders. For purposes of this Agreement, any taxes so withheld by the Company with respect to any amount otherwise distributable by the Company to any Interest Holder shall be deemed to have been distributed to such Interest Holder for all purposes. Any tax paid on behalf of an Interest Holder shall be deemed (a) if like taxes have been paid on behalf of all Interest Holders and/or distributions of comparable amounts have been made to the other Interest Holders who have not had taxes paid on their behalf, to have been distributed to such Interest Holder, or (b) if the conditions referred to in (a) above have not been met, as a loan to the Interest Holder, payable no later than 60 days following the payment of such taxes.

10. MANAGEMENT.

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Manager during the term of the Company, including its liquidation and dissolution. Except as otherwise specifically provided herein, no Member, other than the Manager, shall have any voice in, or take any part in, the management of the business of the Company, nor any authority or power to act on behalf of the Company in any manner whatsoever.

(b) Except as otherwise provided herein, the Manager shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a manager pursuant to the Act. The Manager may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Manager, no person shall be required to inquire into the authority of the Manager to bind the Company. Notwithstanding the foregoing, in addition to any authority reserved to the Members herein, decisions to do any of the following shall require the consent of the Members: (1) sell or otherwise dispose of all, or substantially all, of the assets of the Company or any person, corporation, partnership, limited liability company, trust or other entity that is (directly or indirectly) controlled by the Company or in which the Company (directly or indirectly) owns any equity interest (collectively the "**Subsidiaries**"); (2) merge or consolidate the Company or any of its Subsidiaries with another entity; (3) borrow any amount of money in excess of $10,000 in the name of or on behalf of the Company or any of its Subsidiaries; (4) encumber the assets of the Company or any of its Subsidiaries; (5) issue additional equity interests in the Company or any of its Subsidiaries; or (6) file a voluntary petition in bankruptcy. The Manager may delegate a portion of the Manager's duties to third parties, in which event such third parties shall have such authority as shall have been delegated to them. If the

Manager desires, the Manager may appoint officers for the Company, in which event such officers shall have such authority as similar officers would have in a Rhode Island corporation unless their appointment shall specifically provide otherwise.

(c) The initial manager of the Company ("Manager") shall be RWE. RWE shall remain the Manager so long as it remains a Member, does not dissolve or resign as the Manager. Upon RWE ceasing to be the Manager for any reason, a new Manager shall be selected by the vote of the Members. After RWE has ceased to be the Manager, the Manager may be removed, with or without cause, upon the vote of the Members. The Manager need not be a Member.

10.2 Standard of Care of Manager; Indemnification.

(a) The Manager shall not be liable, responsible or accountable in damages to any Interest Holder or the Company for any act or omission on behalf of the Company performed or omitted by the Manager in good faith and in a manner reasonably believed by the Manager to be in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law.

(b) To the full extent permitted by the Act, the Company shall indemnify the Manager for, and hold the Manager harmless from, any loss or damage incurred by the Manager by reason of any act or omission so performed or omitted by the Manager so long as the Manager acted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law. To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Manager who is a party to a proceeding in advance of final disposition of such proceeding provided the Manager agrees to reimburse the Company should it ultimately be determined that the Manager was not entitled to indemnification pursuant to the provisions of this Section 10.2(b). The Company may purchase and maintain insurance on behalf of the Manager against any liability asserted against or incurred by the Manager as a result of being the Manager, whether or not the Company would have the power to indemnify the Manager against the same liability under the provisions of this Section 10.2(b) or the Act.

10.3 Other Activities; Related Party Transactions.

(a) The Manager shall devote such of the Manager's time to the affairs of the Company's and the Clinic's business as the Manager shall deem necessary. To the extent not inconsistent with the foregoing, the Interest Holders, the Manager and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, so long as such activities are not directly competitive with those of the Company or the Clinic. The Interest Holders, the Manager or their Affiliates shall be obligated to present any business opportunity of a character which, if presented to the Company or the Clinic, could be taken by the Company or the Clinic, and the Interest Holders, the

Manager and their Affiliates shall not have the right to take such business opportunity for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company, the Clinic and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person. Notwithstanding the foregoing, (1) the restrictions in this Section 10.3(a) shall be limited as necessary to be consistent with, and permitted by, applicable rules of professional ethics for physicians in Rhode Island (2) should there be any inconsistency between the provisions of this Section 10.3(a) and the provisions of an Employment Agreement a Member may have with the Company or the Clinic, the terms of such Employment Agreement shall control, and (3) Dr. Drobot's continued operation of his existing naturopathic medical practice in the State of Arizona shall not be considered to be directly competitive with the Company or Clinic.

(b) The fact that the Manager or its Affiliates are directly or indirectly interested in or connected with any person or entity employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Manager from employing such person or entity or from otherwise dealing with such person or entity, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived therefrom. All such dealings with the Manager or its Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

10.4 Compensation for Services. The Manager shall not be entitled to receive a fee for the Manager's services as Manager unless agreed to by the Members. If any such fee is paid to a Manager who is an Interest Holder, it is intended that such fee be treated as an expense of the Company in arriving at net income or loss and deductible by the Company for Federal income tax purposes pursuant to sections 707(a) or 707(c) of the Code (unless required to be capitalized).

10.5 Reimbursement of Expenses of Manager. Regardless of whether any distributions are made to the Interest Holders, the Company shall reimburse the Manager, at the Manager's cost, for the direct expenses which the Manager incurs in performing services on behalf of the Company, including, without limitation, costs of (a) accounting, statistical or bookkeeping services, (b) computing or accounting equipment and (c) travel, telephone, postage, legal, accounting and other expenses relating to the operation of the business of the Company.

11. MEMBERS.

11.1 Meetings. Meetings of the Members may be called by the Manager and shall be called by the Manager at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Manager one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

11.2 Place of Members' Meeting. The Manager may designate any place within or without the State of Rhode Island as the place for any meeting of the Members called by the Manager. If no designation of place is properly made, the place of the meeting shall be at the Company's principal office. If a meeting is called at the demand of a Member and such Member designates any place, either within or without the State of Rhode Island, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the Company's principal office. Telephonic meetings of the Members shall be permitted, and any Member may attend a Members' meeting by telephone.

11.3 Action Without Meeting.

(a) Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting and without prior notice if the action is taken by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all of the Units entitled to vote at a meeting were present and voted. The action taken under this Section 11.3 shall be evidenced by one or more written consents describing the action taken, signed by the Members taking the action, and delivered to the Company or to the Manager for inclusion in the minutes or filing with the Company records. Action taken under this Section 11.3 shall be effective when consents representing the votes necessary to take the action are delivered to the Company, or such different date specified in the consent. A consent under this Section 11.3 shall have the effect of a vote at a meeting and may be described as such in any document.

(b) Prompt notice of the taking of any action by Members without a meeting under this Section 11.3 by less than unanimous written consent of the Members entitled to vote shall be given to those Members entitled to vote on the action who have not consented in writing.

11.4 Notice of Meeting. The Company shall notify Members of the date, time and place of each annual or special Members' meeting no fewer than 10, nor more than 60, days before the meeting date. Unless the Act or this Agreement requires otherwise, the Company shall be required to give notice only to Members entitled to vote at the meeting and notice of an annual meeting shall not be required to include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called.

11.5 Form of Notice. Notice of a Members' meetings under this Agreement shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, facsimile transmission, e-mail transmission or other form of wire or wireless communication, or by mail or local private courier service or by a nationally recognized overnight courier service. Written notice by the Company to its Members, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members or when faxed or e-mailed, if transmitted by confirmed fax or confirmed e-mail to the Member at the Member's fax or e-mail address shown in the current records of the Company. Written notice to the Company may be addressed to its registered agent at its registered office or to the Company or the Manager at the Company's principal office. Written notice to the Company, if in a comprehensible form, shall be effective at the earliest of (a) when received or (b) five days after its deposit in the United

States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

11.6 Waiver of Notice. A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice and delivered to the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting shall waive objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting shall be deemed a waiver of any objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

11.7 Record Date. The Manager may fix a record date of Members of not more than 70 days before the meeting or action requiring a determination of Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Manager fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Manager in accordance with this Agreement, the record date for determining Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to Members, and the record date for any consent action taken by Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

11.8 Members' List for Meeting. After a record date for a meeting has been fixed, the Company shall prepare a complete list of the names of all the Company's Members who are entitled to notice of a Members' meeting. The list shall be arranged by voting group and show the address of, and Units (and class thereof) held by, each Member. The Members' list shall be available for inspection by any Member beginning five business days before the meeting for which the list was prepared and continuing through the meeting, at the Company's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member, or the Member's agent or attorney, shall be entitled on written demand to inspect and to copy the list during regular business hours and at the Member's expense, during the period it is available for inspection provided the demand is made in good faith and for a proper purpose. The Company shall make the list of Members available at the meeting and any Member, or the Member's agent or attorney, shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of any action taken at the meeting.

11.9 Proxies. At all meetings of Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the

Manager. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Manager has received written notice thereof. All proxies shall be filed with the Manager before or at the time of the meeting.

11.10 Quorum and Voting Requirements. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Once a vote is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. Except as otherwise required by this Agreement or the Act, if a quorum exists, action on a matter shall be approved if Members entitled to a majority of the votes entitled to be cast on the matter vote in favor of the action.

11.11 Greater Quorum or Voting Requirements. An amendment to this Agreement that adds, changes or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

12. DISSOLUTION.

12.1 When Dissolution Occurs. Notwithstanding anything in the Act (other than a nonwaivable provision of the Act) to the contrary, the Company shall dissolve upon, but not before, the unanimous decision of the Members (whether owning Class A Units or Class B Units) to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Members, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 12.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the business of the Company and the affairs of the Interest Holders, as such, shall continue to be governed by this Agreement.

12.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

12.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed on or before the later to occur of (a) the close of the Company's taxable year in which the Company liquidates its assets or (b) 90 days following the date of the liquidation by the Company of its assets, as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (including Interest Holders, if applicable), and to the necessary expenses of liquidation;

(b) Second, to the establishment of and additions to reserves that are determined by the Manager in the Manager's sole discretion to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) Third, to the Interest Holders who own Class A Units in accordance with their respective balances of Unreturned Capital, if any, until such Unreturned Capital has been reduced to zero; and

(d) Fourth, to the Interest Holders, in accordance with their respective positive Capital Accounts as adjusted for the distribution of Unreturned Capital pursuant to Section 12.3(c); provided, however, that if the Manager establishes any reserves in accordance with the provisions of Section 12.3(b), then the distributions pursuant to this Section 12.3(d) (including distributions of such reserve) shall be pro rata in accordance with the positive balances of the Interest Holders' Capital Accounts.

12.4 No Negative Capital Account Make-Up Required. No Interest Holder shall be required to contribute any property to the Company or any third party by reason of having a negative Capital Account.

12.5 Liquidation of an Interest Holder's Interest. If an Interest Holder's Units are to be liquidated by agreement between the Company and such Interest Holder (the Company being under no obligation to do so), the Interest Holder shall be entitled to receive in liquidation an amount equal to the amount of such Interest Holder's Capital Account at such time. For purposes of determining the Capital Account of such Interest Holder, (a) the Interest Holder's share of Net Income or Net Loss of the Company to the date of liquidation shall be allocated to such Interest Holder and (b) if the Company's assets are to be revalued in accordance with Section 7.4(a)(3), the Interest Holders' Capital Accounts shall be adjusted as provided in Section 7.4(a)(3).

13. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

13.1 Assignment of an Interest Holder's Units. The Interest Holders may not sell, assign (by operation of law or otherwise), transfer, pledge, hypothecate, encumber or otherwise dispose of their Units, nor withdraw from the Company, except as provided in Section 13. Any purported transfer which is not in compliance with the provisions of Section 13 shall be null and void *ab initio* and the Interest Holder purporting to make such transfer shall for all purposes hereof remain an Interest Holder.

13.2 Voluntary Transfers.

(a) If any Interest Holder ("Selling Party") receives a bona fide written offer ("Offer") to purchase for cash and/or the purchaser's evidence of indebtedness any of the Selling Party's Units which the Selling Party wishes to accept, the Selling Party shall first offer to sell all of the Units covered by the Offer to the other Members, and the other Members shall have the option to purchase such Units at the price and upon the terms and conditions set forth in the Offer ("Voluntary Option"). Each of the other Members shall have the right to purchase the Selling Party's Units offered for sale in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If not all of the other

Members exercise their Voluntary Options, those Members exercising their Voluntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If there is only one other Member, such Member may assign all or a portion of such Member's rights under the Voluntary Option to a third party.

(b) Notice of the Voluntary Option shall be given in writing to the other Members. Such notice shall state the Units being offered and shall contain a copy of the Offer. The Voluntary Option period shall commence upon the date of the proper delivery of the notice and shall terminate, unless exercised, 30 days thereafter, unless sooner terminated by written refusal of the other Members. An election to exercise a Voluntary Option shall be made in writing and transmitted to the Selling Party. Unless the other Members exercise their Voluntary Options with respect to all of the Units subject to the Offer, no exercises of the Voluntary Option shall be effective. If the date for the closing set forth in the Offer is sooner than three days after the expiration of the Voluntary Option period referred to above, then the closing of the purchase pursuant to the Voluntary Option shall occur on the third day following the exercise of the Voluntary Option.

(c) Upon the failure or neglect of the other Members to purchase all of the Units offered in accordance with Section 13.2(a), the Selling Party shall, for a period of 60 days from the date when the Voluntary Option expired, have the right to sell the Units covered by the Offer to the person or entity making such Offer upon the exact terms and conditions set forth in such Offer. Notwithstanding the foregoing, the transferee of the Units shall not become a substitute Member unless the requirements of Section 13.6 are met, but the transferee shall nevertheless be subject to the provisions of this Agreement. For all purposes of this Agreement, a transferee who is not admitted as a substitute Member shall only be entitled to receive the distributions to which the assignor would have been entitled with respect to the Units assigned and, in such event, the transferor, if a Member, shall not have any voting rights with respect to the Units transferred. If the Selling Party fails to so sell such Units within such 60 day period, or if any material term of the Offer is changed, modified or supplemented, then such Units may not be sold without first again giving the other Members a Voluntary Option with respect thereto.

13.3 Involuntary Transfers.

(a) If any Interest Holder's Units are sought to be transferred by any involuntary means (other than death or adjudication of incompetency or insanity), including, but not by way of limitation, attachment, garnishment, execution, levy, bankruptcy, seizure or transfer in connection with a divorce or other marital property settlement, or removal for Cause (as defined below) pursuant to Section 13.4, then the other Members ("Option Members") shall have the option ("Involuntary Option") to purchase all or any of the Units sought to be involuntarily transferred at the price and upon the terms and conditions set forth in Section 13.5. If there is more than one Option Member, then each of the Option Members shall have the right to purchase such Units in accordance with the number of Units owned by each of them, or in such other percentages as the Option Members shall unanimously agree. If not all of the Option Members exercise their Involuntary Options, then those Option Members exercising their Involuntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as they shall unanimously agree. If there is only one Option Member,

such Option Member may assign all or a portion of such Member's rights under the Involuntary Option to a third party, if the Option Member so desires.

(b) The Involuntary Option period shall commence upon receipt by the Option Members of actual notice of the attempted involuntary transfer and terminate, unless exercised, 60 days thereafter, unless sooner terminated by written refusal of the Option Members. An election to exercise any Involuntary Option shall be made in writing and transmitted to the Interest Holder whose Units are sought to be involuntarily transferred.

(c) Upon the failure or neglect of the Option Members to purchase all of the Units sought to be involuntarily transferred in accordance with this Section 13.3, the unpurchased Units may be involuntarily transferred. Any such transferee may not become a substitute Member unless the conditions of Section 13.6 have been complied with, but such transferee shall nevertheless be subject to the provisions of this Agreement.

(d) If, notwithstanding the provisions of this Section 13.3, any Units are effectively transferred by involuntary means without compliance with the provisions of Section 13.3(a), then the Involuntary Option shall be to purchase such Units from the transferee(s).

13.4 Removal of Class B Member for Cause.

(a) A Class B Member may be removed as a Member for Cause (as hereinafter defined) upon the unanimous vote of the Class A Members. For purposes of this Agreement, the term "Cause" shall mean:

(1) the material breach of the terms of this Agreement by the Class B Member;

(2) the suspension, revocation, termination, restriction, non-renewal or other limitation of the medical license of the Class B Member in any state;

(3) the Class B Member acting in an unprofessional, unethical or fraudulent manner;

(4) the Class B Member's commission of any fraud, embezzlement, or misappropriation of funds, or any conduct that is seriously injurious to the business or reputation of the Company or the Clinic;

(5) the failure by the Class B Member to adhere at all times to written policies of the Company relating to authorized and indicated procedures;

(6) the Class B Member's conviction of, or plea of guilty or nolo contendere to, any felony, or any crime involving moral turpitude;

(7) the Class B Member's material failure or refusal to perform the services to the Company as reasonably requested by the Manager;

(8) the denial, exclusion, suspension or disbarment of the Class B Member from any federally-funded health care program; or

(9) any denial, reduction, restriction, suspension, revocation or involuntary relinquishment of any of the Class B Member's medical staff memberships or privileges.

(b) Before a Class B Member may be removed by reason of the provisions of Sections 13.4(a)(1), 13.4(a)(3), 13.4(a)(5), 13.4(a)(7), the Class A Members shall give notice to the Class B Member of the behavior of the Class B Member which represents the grounds for the removal and the Class B Member involved shall be given a reasonable period of time, not to exceed 30 days, in which to cure such behavior.

(c) Upon a Class B Member being removed as a Member for Cause, (i) the former Member shall have the status of a transferee of a Member's Units who is not admitted as a substitute Member and (ii) the Class A Members shall have the option to purchase the removed Member's Units in the manner and upon the terms and conditions as set forth in Section 13.4(d).

(d) The Class A Members' options to purchase a former Member's Units pursuant to Section 13.4(c) shall be exercised in the same manner and upon the same terms and conditions as set forth in Section 13.3 and Section 13.5, except that:

(1) the term "Option Members" shall refer to the Class A Members;

(2) the Option Members shall have the option to purchase all or any portion of the Units owned by such former Member at the time such former Member is removed for Cause;

(3) the Option Members' option period shall begin upon the date such former Member is removed for Cause; and

(4) upon the failure or neglect of the Option Members to purchase all of the Units owned by such former Member, the unpurchased Units may not be transferred except pursuant to the terms of this Section 13.

13.5 Purchase Price and Terms.

(a) The purchase price for all of an Interest Holder's Units to be purchased pursuant to the exercise of the Involuntary Option shall be the Capital Account of such Interest Holder as of the close of the month during which the exercise of the Involuntary Option occurs ("Effective Date"), prorated if less than all of an Interest Holder's Units are to be purchased; provided, however, that if the Interest Holder has a zero or negative Capital Account, the purchase price for all of the Interest Holder's Units shall be One Dollar. Such Capital Account shall be adjusted to reflect allocations of Net Income or Net Loss and Regulatory Allocations of the Company through the Effective Date and contributions by, and distributions to, the Interest Holder since the close of the Company's last Fiscal Year to the extent such adjustments have not already been reflected in the Capital Account of the Interest Holder on the books of the Company. The sale shall be effective as of the Effective Date.

(b) The purchase price shall, at the option of the purchaser, be paid either (1) by cashier's or certified check on the closing date or (2) at least 20% by cashier's or certified check on the closing date, with the balance represented by a promissory note of the purchaser dated as of the Effective Date, bearing interest at the applicable Federal rate (within the meaning of section 1274(d) of the Code), payable in not more than five equal annual installments of principal together with accrued interest.

(c) The closing date shall occur on or before 30 days following the exercise of the Involuntary Option. At the closing, the selling Interest Holder shall execute such instruments of assignment as shall be requested by the purchaser conveying the Units purchased free and clear of all liens and encumbrances whatsoever. If the selling Interest Holder fails to execute such document, the Manager may do so pursuant to the power of attorney granted in Section 13.9.

13.6 Substitute Member. Except as otherwise provided herein, no assignee of a Member's Units shall have the right to become a substitute Member unless all of the following conditions are satisfied:

(a) except in the case of death or adjudication of incompetency or insanity, the fully executed and acknowledged written instrument of assignment has been filed with the Company setting forth the intention of the assignor that the assignee become a substitute Member in place of the assignor with respect to the Units assigned;

(b) the assignor (except in the case of death) and assignee execute and acknowledge such other instruments as the Manager deems necessary or desirable to effect such admission, including, but not limited to, the written acceptance and adoption by the assignee of the provisions of this Agreement; and

(c) the Manager has consented to the assignment and substitution, which shall be in the Manager's sole and absolute discretion.

13.7 Death, Incompetency, Etc. of Member. Upon the occurrence of any of the events set forth in § 7-16-38 of the Act with respect to an Interest Holder, the successor-in-interest of such Interest Holder shall have all of the rights of an Interest Holder for the purposes of managing or settling such Interest Holder's estate and, if the Interest Holder was a Member, upon compliance with the provisions of Section 13.6, may become a substitute Member. In all of the above events, the successor-in-interest shall not have the right to demand payment for the Units.

13.8 Admission of New Member. Except as provided in Section 4.3, no new Member may be admitted to the Company without the consent of the Members. For purposes of this Section 13.8, a substitute Member shall not be considered a new Member.

13.9 Power of Attorney. Each Interest Holder, as well as persons who subsequently become Interest Holder, hereby irrevocably constitutes and appoints the Manager from time to time, with full power of substitution, as such Interest Holder's true and lawful attorney-in-fact, with full power and authority, in such Interest Holder's name, place and stead, to make, execute, and acknowledge all instruments of assignment as contemplated in this Section 13 if the Interest Holder is the seller and fails to do so. The power of attorney hereby granted to the

Manager is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, bankruptcy or adjudication of incompetency or insanity of the Interest Holder granting it.

14. CERTIFICATES.

14.1 Certificates. The Manager shall determine whether Units shall be represented by certificates. If the Manager determines there shall be certificates representing Units, such certificates shall be in such form as may be determined by the Manager. Such certificates shall be signed by the Manager. The signature of the Manager upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units, class of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like class and number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Company as the Manager may prescribe.

14.2 Transfer of Certificates. Transfer of Units shall be made on the books of the Company only in accordance with the terms of this Agreement and only by the registered holder thereof, or by the registered holder's legal representative who shall furnish proper evidence of authority to transfer, or by the registered holder's attorney-in-fact thereunto authorized by power of attorney duly executed and filed with the Company, and on surrender for cancellation of the certificate for such Units. The person in whose name Units stand on the books of the Company shall be deemed the owner thereof for all purposes as regards the Company.

14.3 Legend on Certificates. All certificates representing Units shall bear the following legend (in addition to any other legend that counsel to the Company shall deem appropriate):

> "The Units represented by this certificate are subject to, and are transferable only in compliance with, the Operating Agreement of the Company dated as of October 30, 2017, a copy of which is on file at the principal office of the Company."

15. TAX MATTERS PARTNER; PARTNERSHIP REPRESENTATIVE.

15.1 Tax Matters Partner.

(a) With respect to tax years beginning on or before December 31, 2017, the tax matters partner ("TMP") for the Company shall be the Manager, or if the Manager is not a Member, such Member elected by the Members to act as such. Any Member elected to be the TMP shall continue as such until the Member ceases to be a Member, resigns as TMP or is removed as TMP by the vote of the Members. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue

Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by a Member in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of the Member being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in the Member's duties involved in acting as TMP.

(d) Nothing herein shall constitute an election to be subject to the partnership level audit procedures of section 6221 *et seq.* of the Code.

15.2 Partnership Representative.

(a) With respect to tax years beginning after December 31, 2017, the provisions of this Section 15.2 shall apply and the Members shall designate a person or entity to serve as the partnership representative of the Company for purposes of Subchapter C of Chapter 63 of the Code ("Partnership Representative") and any comparable provisions of state or local law. Unless otherwise designated by the Members, the Partnership Representative shall be RWE.

(b) If the Company qualifies under section 6221(b) of the Code to elect to have Subchapter C of Chapter 63 of the Code not apply to the Company, the Manager shall cause the Company to make such election.

(c) If any "partnership adjustment" as defined in section 6241(2) of the Code ("Partnership Adjustment") is determined with respect to the Company, the Partnership Representative shall promptly notify the Members of receipt of a notice of final partnership adjustment ("NFPA"). The Members shall determine whether to file a petition in Tax Court, cause the Company to pay the amount of the Partnership Adjustment or make the election under section 6226 of the Code and notify the Partnership Representative in writing within 10 days of their receipt of notice of the NFPA of their recommended action or actions.

(d) If any Partnership Adjustment is finally determined and the Company has not made an election under section 6226 of the Code, then (1) the Interest Holders shall take such actions as requested by the Partnership Representative including, but not limited to, filing amended tax returns and paying any tax due in accordance with section 6225(c)(2) of the Code, (2) the Partnership Representative shall use commercially reasonable efforts to make any modifications available under sections 6225(c)(3), (4) and (5) of the Code, and (3) any imputed underpayment determined in accordance with section 6225 of the Code or Partnership Adjustment that does not give rise to an imputed underpayment shall be apportioned among the current and former Interest Holders who were Interest Holders for the taxable year of the Partnership

Adjustment ("Adjustment Partners") in such manner as may be necessary (as determined by the Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the Partnership Adjustment and any associated interest and penalties are borne by the Adjustment Partners based upon their relative ownership of Units in the taxable year with respect to which the Partnership Adjustment was made.

(e) The obligations of each Interest Holder under this Section 15.2 shall survive after an Interest Holder ceases to be an Interest Holder for any reason including, but not limited to, the transfer of the Interest Holder's Units, withdrawal of the Interest Holder, dissolution of the Company or termination of this Agreement.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF INTEREST HOLDERS.

16.1 Representations, Warranties and Covenants of Interest Holders. Each of the Interest Holders hereby represents and warrants to, and agrees with, the Company that:

(a) The Interest Holder has the full right, power and authority to execute, deliver and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered on behalf of the Interest Holder and constitutes the valid and binding obligation of the Interest Holder in accordance with its terms.

(c) The Interest Holder is not subject to any restriction or agreement which prohibits or would be violated by the execution hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(d) The Interest Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, or has obtained the advice of an advisor who is so qualified.

(e) The Interest Holder has been advised that the Units have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under the laws of any other jurisdiction, nor does the Company contemplate registering the Units. Accordingly, the Units must be held by the Interest Holder indefinitely unless such Units are subsequently registered under the Securities Act or an exemption from such registration is available.

(f) The Units are being acquired for the Interest Holder's own account, solely for investment purposes and not with a view toward resale, distribution or other disposition and will not be sold, transferred or disposed of except pursuant to an effective registration statement under the Securities Act or an exemption therefrom, as determined by, or with the approval of, counsel satisfactory to the Company.

(g) The Interest Holder recognizes that an investment in the Company involves great risks, including a possible total loss of the Interest Holder's investment, and the Interest Holder has taken full cognizance of, and understands all of, the risk factors related to such investment.

(h) The Interest Holder or, if applicable, the Interest Holder's advisor, has had full access to all information necessary to make a determination of whether to invest in the Company and has had an opportunity to ask questions of the Manager concerning an investment in the Company.

17. GENERAL.

17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement (other than notices of Members' meetings) shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed facsimile, by e-mail (with confirmation of transmission) or by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; or

(2) If given to an Interest Holder, to the Interest Holder at the mailing or e-mail address set forth in the records of the Company.

Notices of Members' meetings shall be in writing and may be sent as provided above, except that mailed notices may be sent by regular mail, and shall be sent not less than five days prior to the meeting.

(b) All notices, demands and requests (other than notices of Members' meetings) shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax or confirmed e-mail, or upon being deposited in the United States mail in the manner provided in Section 17.1(a). However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax or e-mail, or the date on the return receipt, as applicable.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the Members; provided, however, that the written consent of the Members holding a majority of the Units within a particular class shall also be required for any modification or amendment to this Agreement which has a material and disproportionately adverse effect on such class of Members' economic rights hereunder.

(b) In addition to any amendments authorized by Sections 4.5(b) and 17.2(a), this Agreement may be amended from time to time by the Manager without the consent of any of the Interest Holders to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with

respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (1) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (2) any information which is disclosed upon the consent of the Manager. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) It is agreed between the parties that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.3(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.3 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.4 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Arbitration. Except as otherwise provided in Section 17.3(b), if any dispute shall arise between the Interest Holders as to their rights or liabilities under this Agreement, the dispute shall be exclusively determined, and the dispute shall be settled, by arbitration in

accordance with the commercial rules of the American Arbitration Association. The arbitration shall be held in Providence, Rhode Island before a panel of three arbitrators, all of whom shall be chosen from a panel of arbitrators selected by the American Arbitration Association (or such other independent dispute resolution body to which they shall mutually agree). Each of the parties to the dispute shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (or such other independent body to which they shall mutually agree). The decision of the arbitrators shall be final and binding upon the Interest Holders and the Company and judgment upon such award may be entered in any court of competent jurisdiction. The costs of the arbitrators and of the arbitration shall be borne one-half by each of the parties. The costs of each party's counsel, accountants, etc., as well as any costs solely for their benefit, shall be borne separately by each party. **EACH OF THE INTEREST HOLDERS HEREBY ACKNOWLEDGES THAT THIS PROVISION CONSTITUTES A WAIVER OF THEIR RIGHT TO COMMENCE A LAWSUIT IN ANY JURISDICTION WITH RESPECT TO THE MATTERS WHICH ARE REQUIRED TO BE SETTLED BY ARBITRATION AS PROVIDED IN THIS SECTION 17.7.**

17.8 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective executors, administrators, heirs, successors and assigns.

17.9 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island without regard to its conflict of laws rules.

17.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

17.11 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

17.12 No Right of Partition. The Interest Holders hereby agree that the Company's properties are not, and will not be, suitable for partition. Accordingly, each of the Interest Holders hereby irrevocably waives any and all rights which such Interest Holder may have to maintain an action for partition of any of the Company's properties.

17.13 Default Rules. Regardless of whether this Agreement specifically refers to particular default rules set forth in the Act ("Default Rule"), (A) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

17.14 Construction. The parties acknowledge that they have each participated in the preparation of this Agreement and that this Agreement shall be construed without regard to the identity of the party who drafted its various provisions and any rule of construction that a document is to be construed against the drafting party shall not apply.

17.15 Acknowledgment of Representation. This Agreement has been drafted by Bingham Greenebaum Doll LLP, as legal counsel to RWE. Each Member acknowledges that such Member has reviewed the contents of this Agreement and fully understands its terms. Each Member acknowledges and is fully aware (a) of such Member's right to the advice of counsel independent from that of the Company, (b) that a conflict exists among the Members' and the Company's individual interests with respect to this Agreement, and that such interests may presently and in the future be adverse, (c) that such Member should seek the advice of independent counsel, and (d) that such Member had the opportunity to seek the advice of independent counsel. Each Member further acknowledges that Bingham Greenebaum Doll LLP has provided no advice, representations or opinion to such Member regarding the tax consequences of this Agreement, and that such Member should seek the advice and consultation of such Member's own personal tax advisers with respect to such tax consequences.

17.16 Acknowledgment of Control and Potential Conflict. RWE is the manager and majority member of the Company and Bioregulatory Dental, LLC, which are the members of the Clinic. Dr. Drobot acknowledges and waives any actual or potential conflict of interest that exists or may arise in connection with RWE's exercise of its rights and control with respect to the Company, Bioregulatory Dental, LLC and the Clinic.

17.17 Regulatory Compliance.

(a) The Members acknowledge and agree that the terms for the investment of each Member's investment in the Company have been determined without regard to the volume or value of past or anticipated referrals to the Company or the Clinic. The Members further acknowledge their mutual intent and agreement that all amounts paid and/or payable under this Agreement be determined by the parties through good faith, arms' length negotiations, and that no amount paid or payable under this Agreement is intended to be, nor shall it be construed as, an inducement or payment, direct or indirect, in return for the referral of patients to the Company or the Clinic, or by the Company or the Clinic to a Member, or in return for purchasing, leasing or ordering, or recommending the purchase, lease or order of any good, service or item. The Members also acknowledge their mutual intent and agreement that the terms and provisions of this Agreement shall comply, and shall be interpreted, construed and enforced as complying, in all respects with the Medicare Anti-Kickback statute set forth at 42 USC Section 1320a-7b, and the federal self-referral law, commonly referred to as the Stark Law, set forth at 42 USC Section 1395nn, and all other applicable health care laws and regulations. If the terms and provisions of this Agreement are finally determined by a court of competent jurisdiction to represent any one, or more than one, violation of such provisions of federal law, the parties to this Agreement agree to the reasonable reformation of this Agreement to the extent necessary to cure such violation or violations.

(b) If (i) in the opinion (the "Opinion") of health care legal counsel selected by the consent of the Members, it is determined that it is more likely than not that applicable legislation, regulations, rules or procedures in effect or to become effective as of a date certain will have, or (ii) the Company receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to in this Section as an "Action") that will have, in either case, the effect of subjecting the parties to civil or criminal prosecution under state and/or federal laws, or other material adverse proceedings on the basis of

their participation in this Agreement or referral of patients to the Company or the Clinic, then the Members shall attempt in good faith to amend this Agreement to the minimum extent necessary to comply with such legislation, regulations, rules or procedures or to avoid such Action. If such an amendment cannot be made, the Members agree to take such action as recommended by the health care legal counsel selected by the consent of the Members to comply with such legislation, regulations, rules or procedures or to avoid such Action.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ROBERT WOODFORD ENTERPRISES, LLC

By: _____
Michael Baldwin, Manager
("RWE")

_____
JEOFFREY DROBOT, NMD
("Dr. Drobot")

18759609_3.docx

EXHIBIT A

Member	Initial Capital Contribution
1. Robert Woodford Enterprises, LLC	$[_____]
2. Jeoffrey Drobot, NMD	$0.00
Total:	$[_____]

EXHIBIT B

Member	Class A Units	Class B Units	Total Units
Robert Woodford Enterprises, LLC	-650-	-0-	-650-
Jeoffrey Drobot, NMD	-0-	-350-	-350-
Totals:	-650-	-350-	-1,000-

State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

Bioregulatory Dental, LLC

is a Rhode Island Limited Liability Company organized on **October 11, 2017.**
I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

October 13, 2017

Secretary of State

Certificate Number: 17100049370
Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx
Processed by: dantonelli

STATEMENT RELATING TO FORMATION
of

BIOREGULATORY DENTAL, LLC

The undersigned Members hereby agree to form Bioregulatory Dental, LLC (the "Company") as a limited liability company pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended and authorize Adelita S. Orefice, Esq. of Donoghue Barrett & Singal P.C. to execute the Articles of Organization in the form attached hereto and to submit or deliver the same for filing to the Secretary of State of Rhode Island.

MEMBERS:

Gerald P. Curatola, DMD

Robert Woodford Enterprises, LLC
By Manager, Michael Baldwin

Dated: As of October 5, 2017

OPERATING AGREEMENT

OF

BIOREGULATORY DENTAL, LLC

October 30, 2017

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TABLE OF DEFINED TERMS

OPERATING AGREEMENT
OF
BIOREGULATORY DENTAL, LLC

THIS OPERATING AGREEMENT ("Agreement") is made as of the 30th day of October, 2017, by and between (i) **ROBERT WOODFORD ENTERPRISES, LLC**, a Kentucky limited liability company ("RWE"), and (ii) **GERALD P. CURATOLA, DDS** ("Dr. Curatola"). The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION. The Members do hereby form a limited liability company ("Company") pursuant to the provisions of the Rhode Island Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Bioregulatory Dental, LLC.

2.2 Principal Office. The principal office of the Company shall be at 111 Chestnut Street, Providence, Rhode Island 02903, or at such other place as shall be determined by the Manager (hereinafter referred to) from time to time with notice to the Members. The books of the Company shall be maintained at such principal place of business or such other place that the Manager shall deem appropriate. The Company shall designate an agent for service of process in Rhode Island in accordance with the provisions of the Act. The Manager shall maintain, at the Company's principal office, those items referred to in § 7-16-22(a) of the Act.

3. PURPOSES AND TERM.

3.1 Purposes. The purposes of the Company are as follows:

(a) To own an interest in American Center for Bioregulatory Medicine and Dentistry, LLC, a Rhode Island limited liability company ("Clinic"), which is an entity engaged in the business of practicing bioregulatory medicine and bioregulatory dentistry in the state of Rhode Island and operating a clinic in connection with the same.

(b) To engage in such other lawful activities in which a limited liability company may engage in under the Act as are unanimously agreed to by the Members.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement. The Company shall not engage in any business other than as set forth in Section 3.1, nor take any action not contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of Articles of Organization with the Rhode Island Secretary of State's office, and shall continue until dissolved in accordance with Section 12. Adelita S. Orefice, Esq. has been authorized to execute and file the Articles of Organization on behalf of the Company.

4. CAPITAL.

4.1 Capital Structure. The total number of units of the Company ("Units") which the Company is authorized to issue is (i) 1,000 Class A Units ("Class A Units") and (ii) 1,000 Class B Units ("Class B Units"). The Members owning the Class A Units ("Class A Members") and the Members owning the Class B Units ("Class B Members") shall each be entitled to one vote per Unit (prorated in the case of fractional Units) with respect to all matters on which Members are entitled to vote.

4.2 Initial Capital Contributions of Class A Member. At such time as determined by the Manager, RWE, as the sole Class A Member, shall make an initial capital contribution to the Company of cash in an amount sufficient to satisfy the Company's initial capital needs as established by the Clinic's board of directors based on the initial capital needs of the Clinic as set forth in the Clinic's initial budget. Once such budget has been approved, the amount of the initial capital contribution to be made by RWE, as the sole Class A Member, shall be set forth opposite its name on Exhibit A attached hereto and made a part hereof. In exchange for its initial capital contribution to the Company, RWE shall be issued the number of Class A Units set forth opposite its name on Exhibit B attached hereto and made a part hereof.

4.3 Additional Capital Contributions. If the Manager determines that the Company requires, or it is appropriate to receive, additional capital (whether in the form of cash or property) for further contribution to the Clinic, then the Manager shall authorize the Company to issue an additional number of Class A Units as shall be sufficient to satisfy such additional capital need of the Clinic at such price per Class A Unit as the Manager determines to be appropriate. The Members shall have the option, but not the obligation, to purchase all of the Class A Units to be issued in proportion to the number of Units owned by them, or in such other percentages as they shall unanimously agree. If any Member fails to purchase all such additional Class A Units permitted to be purchased by such Member, then the other Members, if any, may purchase such additional Class A Units in proportion to the number of Units owned by them, or in such other percentages as they shall unanimously agree. If the Members, in the aggregate, fail to purchase all such additional Class A Units to be issued, the Company may issue such unpurchased Class A Units to such third parties as the Manager deems appropriate. Any such third party who contributes additional capital pursuant to this Section 4.3 in exchange for Class A Units shall automatically become a new Class A Member upon such third party's written acceptance and adoption of the terms of this Agreement. Any Class B Member who contributes additional capital pursuant to this Section 4.3 in exchange for Class A Units shall automatically become a Class A Member with respect to the Class A Units issued to such Class B Member.

4.4 Issuance of Class B Units for Services.

(a) Dr. Curatola, as the sole Class B Member, shall provide services to, or for the benefit of, the Company and the Clinic in exchange for issuance to him of the number of

Class B Units set forth opposite his name on Exhibit B hereto. Such Class B Units shall be deemed issued to Dr. Curatola as of the effective date hereof, but there shall not be any amount credited to Dr. Curatola's Capital Account (as hereinafter defined) as a result thereof. It is the intention of the Members that the Class B Units received by Dr. Curatola constitute a "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, and not a "capital interest" for Federal income tax purposes, and this Agreement shall be so construed.

(b) With the prior written consent of a majority of the Members, the Manager may issue additional Class B Units to the officers, employees or independent contractors of the Company or the Clinic in exchange for their performance of services for the benefit of the Company or the Clinic without requiring any payment therefor. In such case, the Class B Units shall be issued so as to constitute a "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, not a "capital interest" for Federal income tax purposes, and shall not result in the credit of any amount to such service provider's Capital Account. If the Manager determines that it is appropriate, the Class B Units issued pursuant to this Section 4.4(b) may be subject to vesting and transferability restrictions, in addition to those otherwise provided in this Agreement.

4.5 Code Section 83 Safe Harbor Election.

(a) By executing this Agreement, in the event that Prop. Treas. Reg. § 1.83-3(l) (or a similar law or regulation) is finalized, each Member issued Class B Units pursuant to Section 4.4 authorizes and directs the Company to elect to have the "Safe Harbor" described in Prop. Treas. Reg. § 1.83-3(l) (or in a similar law or regulation) in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice") apply to any Class B Units transferred on or after the effective date of such Revenue Procedure to a service provider by the Company in connection with services provided to or for the benefit of the Company or the Clinic. For purposes of making such Safe Harbor election, RWE is hereby designated as the "partner who has responsibility for Federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by RWE constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, including, without limitation, the requirement that each Member shall prepare and file any U.S. Federal income tax returns that such Member is required to file reporting the income tax effects of each "Safe Harbor Partnership Interest" issued by the Company in a manner consistent with the requirements of the IRS Notice. The obligations of a Member to comply with the requirements of this Section 4.5 shall survive such Member ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 4.5, the Company shall be treated as continuing in existence following the occurrence of the foregoing events.

(b) Each Member authorizes the Manager to amend this Section 4.5 to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the IRS Notice (*e.g.*, to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance); provided, however, that such amendment is not materially adverse to such Member (as compared with the after tax consequences that would result if the provisions of the IRS Notice applied to all interests in the

Company transferred to a service provider by the Company in connection with services provided to or for the benefit of the Company and the Clinic).

(c) Within 30 days after the date a service provider (including any officer, manager or employee of the Company or the Clinic) is issued or granted any Class B Units that are subject to a substantial risk of forfeiture, such person shall make an effective election with the Internal Revenue Service under section 83(b) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder in a form and substance satisfactory to the Manager, and such person shall, if so required, file a copy of such election with such person's tax return for that year. The Company may provide any such service provider the Company's estimate of the value of the Class B Units granted to such person but shall have no obligation to do so and shall have no liability in the event such estimate proves inaccurate. A copy of any such section 83(b) election shall be provided by such person to the Company confirming the timely filing of the election.

4.6 Loans from Interest Holders. If the Company has a need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Manager and such Interest Holders.

4.7 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.2, no Member shall be obligated to contribute funds or loan money to the Company.

4.8 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.9 No Withdrawal of Capital. No Interest Holder shall be entitled to withdraw any part of such Interest Holder's capital contributions to the Company, except as provided in Sections 9 and 12. No Interest Holder shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.10 Maintenance of Capital Accounts. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. An Interest Holder shall have a single Capital Account even though the Interest Holder may own both Class A Units and Class B Units. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the amount of cash and the fair market value of any property (other than cash) initially contributed to the Company by the Interest Holder and thereafter shall be (a) increased by (1) any cash and the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject), and (2) the amount of all Net Income (as hereinafter defined) allocated to such Interest Holder pursuant to Section 7.1, and (b) decreased by (1) the amount of any Net Loss (as hereinafter defined) allocated to such Interest Holder pursuant to Section 7.1, and (2) the amount of cash and the fair market value of any property (net of any

liabilities assumed by such Interest Holder or to which the distributed property is subject) distributed to such Interest Holder pursuant to Sections 9 and 12. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any portion of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Manager shall determine, showing all receipts and expenditures, assets and liabilities, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in Sections 7, 9 and 12. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by the Member's duly authorized representatives during normal business hours and may be copied at the expense of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5.3 Reports.

(a) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each person who was an Interest Holder at any time during such Fiscal Year all the information relating to the Company which shall be necessary for the preparation by each such person of their Federal and state income or other tax returns.

(b) Within 90 days after the close of each Fiscal Year of the Company, the Company shall furnish to each Member a report of the business and operations of the Company during such Fiscal Year. Such report shall contain unaudited financial statements, shall include a balance sheet as of the end of such Fiscal Year, a statement of Company Net Income or Net Loss for such Fiscal Year and such other information as in the judgment of the Manager shall be reasonably necessary for the Members to be advised of the results of the Company's operations.

5.4 Tax Returns. It shall be the duty of the Manager to prepare, or cause to be prepared, and timely file, all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All expenses incurred in connection with such tax returns and information returns, as well as for the reports referred to in Section 5.3, shall be expenses of the Company.

6. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Manager. Withdrawals therefrom shall be made upon such signature or signatures as the Manager may designate. Company funds shall not be commingled with those of any other person or entity.

7. ALLOCATION OF NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the Net Income of the Company for each Fiscal Year shall be allocated to the Interest Holders as follows:

(1) First, in proportion to the Net Losses previously allocated to the Interest Holders pursuant to Section 7.1(b) until such time as the aggregate Net Income allocated to the Interest Holders pursuant to this Section 7.1(a)(1) in all Fiscal Years equals the Net Losses allocated to the Interest Holders pursuant to Section 7.1(b) in all prior Fiscal Years.

(2) Second, the balance of such Net Income, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

(b) Except as otherwise provided herein, the Net Loss of the Company for each Fiscal Year shall be allocated to the Interest Holders as follows:

(1) First, to the Interest Holders in accordance with their respective positive Capital Account balances until the Capital Accounts of all Interest Holders have been reduced to zero.

(2) Second, the balance of such Net Loss, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

(c) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. It is the intention of the parties that the provisions of this Section 7.1(c) constitute a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(d) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if

any of the exceptions set forth in Treas. Reg. § 1.704-2(f) apply. It is the intention of the parties that this provision constitute a "minimum gain chargeback" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(e) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(f) Notwithstanding the provisions of Section 7.1(b), no Net Losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the Net Loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss may be allocated without violation of the provisions of this Section 7.1(f) in proportion to, and to the extent of, their respective positive Capital Account balances, as adjusted pursuant to the first sentence of this Section 7.1(f). If the limitation contained in the preceding sentences of this Section 7.1(f) would apply to cause an item of loss or deduction to be unavailable for allocation to any Interest Holder, then such item of loss or deduction shall be allocated between or among the Interest Holders in accordance with the Interest Holders' respective "partners' interests in the partnership" within the meaning of Treas. Reg. § 1.704-1(b)(3).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis therefor as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Manager. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

(h) The allocations provided for in Sections 7.1(a) through 7.1(f) ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. § 1.704-1(b)(2). It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 7.1(h). Therefore,

notwithstanding any other provision of Section 7.1 (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations in whatever manner the Manager determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Sections 7.1(a) and 7.1(b). In exercising the discretion granted under this Section 7.1(h), the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

7.2 Allocation of Excess Nonrecourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with the number of Units owned by each of them.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event that any Interest Holder's relative ownership percentage of outstanding Units changes at any time other than at the end of a Fiscal Year, including, but not limited to, as a result of (a) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (b) the admission of a new Member or (c) the disproportionate issuance of Units, the Interest Holders' shares of the Company's income, gain, loss, deductions and credits, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated among the Interest Holders using the interim closing method (as described in Treas. Reg. § 1.706-4) and the monthly convention (within the meaning of Treas. Reg. § 1.706-4(c)(1)(iii)); provided, however, that, in the discretion of the Manager, any such allocations may be made using the proration method (as described in Treas. Reg. § 1.706-4) or any other method and convention permitted under Treas. Reg. § 1.706-4. The discretion delegated to the Manager under the foregoing sentence is intended to constitute the Members' authorization for the Manager to select an alternative method or convention as permitted by Treas. Reg. § 1.706-4(f) and if such authority to select is exercised, it shall be recorded in a dated, written statement by the Manager that is maintained with the Company's books and records. If, during any Fiscal Year, there occurs more than one event triggering the application of this Section 7.3, the Company may use a different method for each such event; provided, however, that if the Company uses the interim closing method for more than one event, then the same convention shall be used for all such events that use the interim closing method during such Fiscal Year. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as

that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7.4 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Book Value" shall mean, with respect to any Company asset, the adjusted basis of such asset for Federal income tax purposes, except as follows:

(1) the initial Book Value of any Company asset contributed by an Interest Holder to the Company shall be the gross fair market value of such asset as of the date of such contribution, as determined by the Manager; provided, however, that the initial Book Values of the assets, if any, contributed to the Company pursuant to Section 4.2, if any, shall be as set forth in such Section;

(2) immediately prior to the distribution by the Company of any Company asset to an Interest Holder, the Book Value of such asset shall be adjusted to its gross fair market value as of the date of such distribution as determined by the Manager (or if Section 9.4 applies, then as determined by the Manager and the distributee Interest Holder in the manner provided therein);

(3) the Book Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager (or if Section 9.4 applies, then as determined by the Manager and the distributee Interest Holder in the manner provided therein), as of the following times:

(A) the acquisition of additional Units from the Company by a new or existing Interest Holder in exchange for more than a *de minimis* capital contribution;

(B) the distribution by the Company to an Interest Holder of more than a *de minimis* amount of Company property as consideration for all or a portion of such Interest Holder's Units;

(C) in connection with the grant of Units (other than a *de minimis* amount) to a new or existing Interest Holder as consideration for the provision of services to or for the benefit of the Company; and

(D) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g);

provided, however, that adjustments pursuant to Sections 7.4(a)(3)(A), 7.4(a)(3)(B) or 7.4(a)(3)(C) need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Interest Holders and that the absence of such adjustment does not adversely and disproportionately affect any Interest Holder;

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m); provided, however, that Book Values shall not be adjusted pursuant to this Section 7.4(a)(4) to the extent that an adjustment pursuant to Section 7.4(a)(3) is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this Section 7.4(a)(4); and

(5) if the Book Value of a Company asset has been determined pursuant to Section 7.4(a)(1) or adjusted pursuant to Sections 7.4(a)(3) or 7.4(a)(4), such Book Value shall thereafter be adjusted to reflect the Depreciation (as hereinafter defined) taken into account with respect to such Company asset for purposes of computing Net Income and Net Loss.

(b) "Depreciation" shall mean, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for Federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for Federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, then Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g)(3).

(c) "Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with section 703(a) of the Code (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

(1) any income realized by the Company that is exempt from Federal income taxation, as described in section 705(a)(1)(B) of the Code, shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(2) any expenditures of the Company described in section 705(a)(2)(B) of the Code, including any items treated under Treas. Reg. § 1.704-1(b)(2)(iv)(i) as items described in section 705(a)(2)(B) of the Code, shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for Federal income tax purposes;

(3) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(4) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g);

(5) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of Net Income or Net Loss;

(6) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to sections 732(d), 734(b) or 743(b) of the Code is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(7) notwithstanding any other provisions hereof, any items of income, gain, loss or deduction which are specially allocated pursuant to the Regulatory Allocations shall not be taken into account in computing Net Income or Net Loss.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the Net Income or Net Loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in accordance with the provisions of Treas. Reg. § 1.1245-1(e) (without regard to whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Manager.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

9. DISTRIBUTIONS.

9.1 Net Cash Flow. For purposes of this Agreement, the term "Net Cash Flow" for any period shall mean the excess, if any, of (a) the sum of (1) all gross receipts of the Company from any sources for such period, other than from capital contributions, plus (2) any funds released by the Manager from previously established reserves (referred to in (b)(2) below), over (b) the sum of (1) all cash expenditures of the Company (other than distributions) for such period not funded by capital contributions or paid out of previously established reserves (referred to in (b)(2) below), plus (2) a reasonable reserve for future expenditures as determined by the Manager.

9.2 Distributions of Net Cash Flow. Except as otherwise provided in Section 9.3, the Net Cash Flow of the Company for each Fiscal Year shall be distributed at such time or times as shall be determined by the Manager, but in all events within 90 days following the close of each Fiscal Year. All distributions (other than in connection with the liquidation of the Company, which distributions shall be made in accordance with Section 12.3) shall be made to the Interest Holders in the following order of priority:

(a) First, one 100% to the Interest Holders who own Class A Units pro rata in proportion to their respective balances of Unreturned Capital, if any, until such Unreturned Capital has been reduced to zero. For purposes of this Agreement, the term "Unreturned Capital" shall mean, with respect to an Interest Holder the sum of the capital contributions made by such Interest Holder less the aggregate amount of distributions made to such Interest Holder pursuant to this Section 9.2(a) and Section 12.3(c).

(b) Second, to the Interest Holders in accordance with the number of Units owned by each of them as of the date the distribution is made.

9.3 Tax Distributions. Notwithstanding the provisions of Section 9.2, the Company shall distribute, not later than seventy-five (75) days after the close of each Fiscal Year, to the extent not previously distributed, an amount of Net Cash Flow which, when added to all other distributions of Net Cash Flow made with respect to the prior Fiscal Year, is designed to enable the Interest Holders to pay their Federal, state and local income taxes (taking into account the deductibility of state and local income taxes for Federal income tax purposes) on their respective distributive shares of the Company's taxable income (including separately stated items, but excluding gain recognized pursuant to section 704(c) of the Code) with respect to such Fiscal Year ("Tax Distribution"). The Tax Distribution shall be computed as if all of the Interest Holders are individuals resident in the state and locality of the Interest Holder subject to the highest marginal individual state and local income tax rate and under the assumption that each Interest Holder is subject to such highest marginal Federal, state and local income tax brackets. All Tax Distributions shall be made to the Interest Holders in accordance with the number of Units owned by such Interest Holders as of the date the distribution is made. Any distribution made pursuant to this Section 9.3 shall be treated as an advance, charged against any distributions of Net Cash Flow to be made to the Interest Holders pursuant to Section 9.2.

9.4 Property Distributions. If any property of the Company other than cash is distributed by the Company to an Interest Holder (in connection with the liquidation of the Company or otherwise), the fair market value of such property as of such date shall be used for

purposes of determining the amount of such distribution. The fair market value of the property distributed shall be agreed to by the Manager and the distributee Interest Holder in good faith. If any such property distribution is made other than in exchange for Units, such distribution shall be made in the same manner as an equivalent amount of cash would be distributed pursuant to Section 9.2. Property need not be distributed pro rata to the Interest Holders; provided, however, that any distribution made other than in redemption of all or a portion of an Interest Holder's Units must, in the aggregate, be consistent with Section 9.2.

9.5 Withholding. The Company may withhold taxes from any distribution to any Interest Holder to the extent required by the Code or any other applicable law, or file a return and pay tax on behalf of certain Interest Holders. For purposes of this Agreement, any taxes so withheld by the Company with respect to any amount otherwise distributable by the Company to any Interest Holder shall be deemed to have been distributed to such Interest Holder for all purposes. Any tax paid on behalf of an Interest Holder shall be deemed (a) if like taxes have been paid on behalf of all Interest Holders and/or distributions of comparable amounts have been made to the other Interest Holders who have not had taxes paid on their behalf, to have been distributed to such Interest Holder, or (b) if the conditions referred to in (a) above have not been met, as a loan to the Interest Holder, payable no later than 60 days following the payment of such taxes.

10. MANAGEMENT.

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Manager during the term of the Company, including its liquidation and dissolution. Except as otherwise specifically provided herein, no Member, other than the Manager, shall have any voice in, or take any part in, the management of the business of the Company, nor any authority or power to act on behalf of the Company in any manner whatsoever.

(b) Except as otherwise provided herein, the Manager shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a manager pursuant to the Act. The Manager may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Manager, no person shall be required to inquire into the authority of the Manager to bind the Company. Notwithstanding the foregoing, in addition to any authority reserved to the Members herein, decisions to do any of the following shall require the consent of the Members: (1) sell or otherwise dispose of all, or substantially all, of the assets of the Company or any person, corporation, partnership, limited liability company, trust or other entity that is (directly or indirectly) controlled by the Company or in which the Company (directly or indirectly) owns any equity interest (collectively the "**Subsidiaries**"); (2) merge or consolidate the Company or any of its Subsidiaries with another entity; (3) borrow any amount of money in excess of $10,000 in the name of or on behalf of the Company or any of its Subsidiaries; (4) encumber the assets of the Company or any of its Subsidiaries; (5) issue additional equity interests in the Company or any of its Subsidiaries; or (6) file a voluntary petition in bankruptcy. The Manager may delegate a portion of the Manager's duties to third parties, in which event such third parties shall have such authority as shall have been delegated to them. If the

Manager desires, the Manager may appoint officers for the Company, in which event such officers shall have such authority as similar officers would have in a Rhode Island corporation unless their appointment shall specifically provide otherwise.

(c) The initial manager of the Company ("Manager") shall be RWE. RWE shall remain the Manager so long as it remains a Member, does not dissolve or resign as the Manager. Upon RWE ceasing to be the Manager for any reason, a new Manager shall be selected by the vote of the Members. After RWE has ceased to be the Manager, the Manager may be removed, with or without cause, upon the vote of the Members. The Manager need not be a Member.

10.2 Standard of Care of Manager; Indemnification.

(a) The Manager shall not be liable, responsible or accountable in damages to any Interest Holder or the Company for any act or omission on behalf of the Company performed or omitted by the Manager in good faith and in a manner reasonably believed by the Manager to be in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law.

(b) To the full extent permitted by the Act, the Company shall indemnify the Manager for, and hold the Manager harmless from, any loss or damage incurred by the Manager by reason of any act or omission so performed or omitted by the Manager so long as the Manager acted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless such acts or omissions involve intentional misconduct or a knowing violation of law. To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Manager who is a party to a proceeding in advance of final disposition of such proceeding provided the Manager agrees to reimburse the Company should it ultimately be determined that the Manager was not entitled to indemnification pursuant to the provisions of this Section 10.2(b). The Company may purchase and maintain insurance on behalf of the Manager against any liability asserted against or incurred by the Manager as a result of being the Manager, whether or not the Company would have the power to indemnify the Manager against the same liability under the provisions of this Section 10.2(b) or the Act.

10.3 Other Activities; Related Party Transactions.

(a) The Manager shall devote such of the Manager's time to the affairs of the Company's and the Clinic's business as the Manager shall deem necessary. To the extent not inconsistent with the foregoing, the Interest Holders, the Manager and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, so long as such activities are not directly competitive with those of the Company or the Clinic. The Interest Holders, the Manager or their Affiliates shall be obligated to present any business opportunity of a character which, if presented to the Company or the Clinic, could be taken by the Company or the Clinic, and the Interest Holders, the

Manager and their Affiliates shall not have the right to take such business opportunity for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company, the Clinic and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person. Notwithstanding the foregoing, (1) the restrictions in this Section 10.3(a) shall be limited as necessary to be consistent with, and permitted by, applicable rules of professional ethics for dentists in Rhode Island (2) should there be any inconsistency between the provisions of this Section 10.3(a) and the provisions of an Employment Agreement a Member may have with the Company or the Clinic, the terms of such Employment Agreement shall control, and (3) Dr. Curatola's continued operation of his existing dental practice in the State of New York shall not be considered to be directly competitive with the Company or Clinic.

(b) The fact that the Manager or its Affiliates are directly or indirectly interested in or connected with any person or entity employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Manager from employing such person or entity or from otherwise dealing with such person or entity, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived therefrom. All such dealings with the Manager or its Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

10.4 Compensation for Services. The Manager shall not be entitled to receive a fee for the Manager's services as Manager unless agreed to by the Members. If any such fee is paid to a Manager who is an Interest Holder, it is intended that such fee be treated as an expense of the Company in arriving at net income or loss and deductible by the Company for Federal income tax purposes pursuant to sections 707(a) or 707(c) of the Code (unless required to be capitalized).

10.5 Reimbursement of Expenses of Manager. Regardless of whether any distributions are made to the Interest Holders, the Company shall reimburse the Manager, at the Manager's cost, for the direct expenses which the Manager incurs in performing services on behalf of the Company, including, without limitation, costs of (a) accounting, statistical or bookkeeping services, (b) computing or accounting equipment and (c) travel, telephone, postage, legal, accounting and other expenses relating to the operation of the business of the Company.

11. MEMBERS.

11.1 Meetings. Meetings of the Members may be called by the Manager and shall be called by the Manager at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Manager one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

11.2 Place of Members' Meeting. The Manager may designate any place within or without the State of Rhode Island as the place for any meeting of the Members called by the Manager. If no designation of place is properly made, the place of the meeting shall be at the Company's principal office. If a meeting is called at the demand of a Member and such Member designates any place, either within or without the State of Rhode Island, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the Company's principal office. Telephonic meetings of the Members shall be permitted, and any Member may attend a Members' meeting by telephone.

11.3 Action Without Meeting.

(a) Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting and without prior notice if the action is taken by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all of the Units entitled to vote at a meeting were present and voted. The action taken under this Section 11.3 shall be evidenced by one or more written consents describing the action taken, signed by the Members taking the action, and delivered to the Company or to the Manager for inclusion in the minutes or filing with the Company records. Action taken under this Section 11.3 shall be effective when consents representing the votes necessary to take the action are delivered to the Company, or such different date specified in the consent. A consent under this Section 11.3 shall have the effect of a vote at a meeting and may be described as such in any document.

(b) Prompt notice of the taking of any action by Members without a meeting under this Section 11.3 by less than unanimous written consent of the Members entitled to vote shall be given to those Members entitled to vote on the action who have not consented in writing.

11.4 Notice of Meeting. The Company shall notify Members of the date, time and place of each annual or special Members' meeting no fewer than 10, nor more than 60, days before the meeting date. Unless the Act or this Agreement requires otherwise, the Company shall be required to give notice only to Members entitled to vote at the meeting and notice of an annual meeting shall not be required to include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called.

11.5 Form of Notice. Notice of a Members' meetings under this Agreement shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, facsimile transmission, e-mail transmission or other form of wire or wireless communication, or by mail or local private courier service or by a nationally recognized overnight courier service. Written notice by the Company to its Members, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members or when faxed or e-mailed, if transmitted by confirmed fax or confirmed e-mail to the Member at the Member's fax or e-mail address shown in the current records of the Company. Written notice to the Company may be addressed to its registered agent at its registered office or to the Company or the Manager at the Company's principal office. Written notice to the Company, if in a comprehensible form, shall be effective at the earliest of (a) when received or (b) five days after its deposit in the United

States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

11.6 Waiver of Notice. A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice and delivered to the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting shall waive objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting shall be deemed a waiver of any objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

11.7 Record Date. The Manager may fix a record date of Members of not more than 70 days before the meeting or action requiring a determination of Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Manager fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Manager in accordance with this Agreement, the record date for determining Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to Members, and the record date for any consent action taken by Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

11.8 Members' List for Meeting. After a record date for a meeting has been fixed, the Company shall prepare a complete list of the names of all the Company's Members who are entitled to notice of a Members' meeting. The list shall be arranged by voting group and show the address of, and Units (and class thereof) held by, each Member. The Members' list shall be available for inspection by any Member beginning five business days before the meeting for which the list was prepared and continuing through the meeting, at the Company's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member, or the Member's agent or attorney, shall be entitled on written demand to inspect and to copy the list during regular business hours and at the Member's expense, during the period it is available for inspection provided the demand is made in good faith and for a proper purpose. The Company shall make the list of Members available at the meeting and any Member, or the Member's agent or attorney, shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of any action taken at the meeting.

11.9 Proxies. At all meetings of Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the

Manager. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Manager has received written notice thereof. All proxies shall be filed with the Manager before or at the time of the meeting.

11.10 Quorum and Voting Requirements. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Once a vote is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. Except as otherwise required by this Agreement or the Act, if a quorum exists, action on a matter shall be approved if Members entitled to a majority of the votes entitled to be cast on the matter vote in favor of the action.

11.11 Greater Quorum or Voting Requirements. An amendment to this Agreement that adds, changes or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

12. DISSOLUTION.

12.1 When Dissolution Occurs. Notwithstanding anything in the Act (other than a nonwaivable provision of the Act) to the contrary, the Company shall dissolve upon, but not before, the unanimous decision of the Members (whether owning Class A Units or Class B Units) to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Members, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 12.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the business of the Company and the affairs of the Interest Holders, as such, shall continue to be governed by this Agreement.

12.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

12.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed on or before the later to occur of (a) the close of the Company's taxable year in which the Company liquidates its assets or (b) 90 days following the date of the liquidation by the Company of its assets, as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (including Interest Holders, if applicable), and to the necessary expenses of liquidation;

(b) Second, to the establishment of and additions to reserves that are determined by the Manager in the Manager's sole discretion to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) Third, to the Interest Holders who own Class A Units in accordance with their respective balances of Unreturned Capital, if any, until such Unreturned Capital has been reduced to zero; and

(d) Fourth, to the Interest Holders, in accordance with their respective positive Capital Accounts as adjusted for the distribution of Unreturned Capital pursuant to Section 12.3(c); provided, however, that if the Manager establishes any reserves in accordance with the provisions of Section 12.3(b), then the distributions pursuant to this Section 12.3(d) (including distributions of such reserve) shall be pro rata in accordance with the positive balances of the Interest Holders' Capital Accounts.

12.4 No Negative Capital Account Make-Up Required. No Interest Holder shall be required to contribute any property to the Company or any third party by reason of having a negative Capital Account.

12.5 Liquidation of an Interest Holder's Interest. If an Interest Holder's Units are to be liquidated by agreement between the Company and such Interest Holder (the Company being under no obligation to do so), the Interest Holder shall be entitled to receive in liquidation an amount equal to the amount of such Interest Holder's Capital Account at such time. For purposes of determining the Capital Account of such Interest Holder, (a) the Interest Holder's share of Net Income or Net Loss of the Company to the date of liquidation shall be allocated to such Interest Holder and (b) if the Company's assets are to be revalued in accordance with Section 7.4(a)(3), the Interest Holders' Capital Accounts shall be adjusted as provided in Section 7.4(a)(3).

13. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

13.1 Assignment of an Interest Holder's Units. The Interest Holders may not sell, assign (by operation of law or otherwise), transfer, pledge, hypothecate, encumber or otherwise dispose of their Units, nor withdraw from the Company, except as provided in Section 13. Any purported transfer which is not in compliance with the provisions of Section 13 shall be null and void *ab initio* and the Interest Holder purporting to make such transfer shall for all purposes hereof remain an Interest Holder.

13.2 Voluntary Transfers.

(a) If any Interest Holder ("Selling Party") receives a bona fide written offer ("Offer") to purchase for cash and/or the purchaser's evidence of indebtedness any of the Selling Party's Units which the Selling Party wishes to accept, the Selling Party shall first offer to sell all of the Units covered by the Offer to the other Members, and the other Members shall have the option to purchase such Units at the price and upon the terms and conditions set forth in the Offer ("Voluntary Option"). Each of the other Members shall have the right to purchase the Selling Party's Units offered for sale in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If not all of the other

Members exercise their Voluntary Options, those Members exercising their Voluntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as the other Members shall unanimously agree. If there is only one other Member, such Member may assign all or a portion of such Member's rights under the Voluntary Option to a third party.

(b) Notice of the Voluntary Option shall be given in writing to the other Members. Such notice shall state the Units being offered and shall contain a copy of the Offer. The Voluntary Option period shall commence upon the date of the proper delivery of the notice and shall terminate, unless exercised, 30 days thereafter, unless sooner terminated by written refusal of the other Members. An election to exercise a Voluntary Option shall be made in writing and transmitted to the Selling Party. Unless the other Members exercise their Voluntary Options with respect to all of the Units subject to the Offer, no exercises of the Voluntary Option shall be effective. If the date for the closing set forth in the Offer is sooner than three days after the expiration of the Voluntary Option period referred to above, then the closing of the purchase pursuant to the Voluntary Option shall occur on the third day following the exercise of the Voluntary Option.

(c) Upon the failure or neglect of the other Members to purchase all of the Units offered in accordance with Section 13.2(a), the Selling Party shall, for a period of 60 days from the date when the Voluntary Option expired, have the right to sell the Units covered by the Offer to the person or entity making such Offer upon the exact terms and conditions set forth in such Offer. Notwithstanding the foregoing, the transferee of the Units shall not become a substitute Member unless the requirements of Section 13.6 are met, but the transferee shall nevertheless be subject to the provisions of this Agreement. For all purposes of this Agreement, a transferee who is not admitted as a substitute Member shall only be entitled to receive the distributions to which the assignor would have been entitled with respect to the Units assigned and, in such event, the transferor, if a Member, shall not have any voting rights with respect to the Units transferred. If the Selling Party fails to so sell such Units within such 60 day period, or if any material term of the Offer is changed, modified or supplemented, then such Units may not be sold without first again giving the other Members a Voluntary Option with respect thereto.

13.3 Involuntary Transfers.

(a) If any Interest Holder's Units are sought to be transferred by any involuntary means (other than death or adjudication of incompetency or insanity), including, but not by way of limitation, attachment, garnishment, execution, levy, bankruptcy, seizure or transfer in connection with a divorce or other marital property settlement, or removal for Cause (as defined below) pursuant to Section 13.4, then the other Members ("Option Members") shall have the option ("Involuntary Option") to purchase all or any of the Units sought to be involuntarily transferred at the price and upon the terms and conditions set forth in Section 13.5. If there is more than one Option Member, then each of the Option Members shall have the right to purchase such Units in accordance with the number of Units owned by each of them, or in such other percentages as the Option Members shall unanimously agree. If not all of the Option Members exercise their Involuntary Options, then those Option Members exercising their Involuntary Options shall be entitled to purchase the balance in accordance with the number of Units owned by each of them, or in such other percentages as they shall unanimously agree. If there is only one Option Member,

such Option Member may assign all or a portion of such Member's rights under the Involuntary Option to a third party, if the Option Member so desires.

(b) The Involuntary Option period shall commence upon receipt by the Option Members of actual notice of the attempted involuntary transfer and terminate, unless exercised, 60 days thereafter, unless sooner terminated by written refusal of the Option Members. An election to exercise any Involuntary Option shall be made in writing and transmitted to the Interest Holder whose Units are sought to be involuntarily transferred.

(c) Upon the failure or neglect of the Option Members to purchase all of the Units sought to be involuntarily transferred in accordance with this Section 13.3, the unpurchased Units may be involuntarily transferred. Any such transferee may not become a substitute Member unless the conditions of Section 13.6 have been complied with, but such transferee shall nevertheless be subject to the provisions of this Agreement.

(d) If, notwithstanding the provisions of this Section 13.3, any Units are effectively transferred by involuntary means without compliance with the provisions of Section 13.3(a), then the Involuntary Option shall be to purchase such Units from the transferee(s).

13.4 Removal of Class B Member for Cause.

(a) A Class B Member may be removed as a Member for Cause (as hereinafter defined) upon the unanimous vote of the Class A Members. For purposes of this Agreement, the term "Cause" shall mean:

(1) the material breach of the terms of this Agreement by the Class B Member;

(2) the suspension, revocation, termination, restriction, non-renewal or other limitation of the dental license of the Class B Member in any state;

(3) the Class B Member acting in an unprofessional, unethical or fraudulent manner;

(4) the Class B Member's commission of any fraud, embezzlement, or misappropriation of funds, or any conduct that is seriously injurious to the business or reputation of the Company or the Clinic;

(5) the failure by the Class B Member to adhere at all times to written policies of the Company relating to authorized and indicated procedures;

(6) the Class B Member's conviction of, or plea of guilty or nolo contendere to, any felony, or any crime involving moral turpitude;

(7) the Class B Member's material failure or refusal to perform the services to the Company as reasonably requested by the Manager;

(8) the denial, exclusion, suspension or disbarment of the Class B Member from any federally-funded health care program; or

(9) any denial, reduction, restriction, suspension, revocation or involuntary relinquishment of any of the Class B Member's medical staff memberships or privileges.

(b) Before a Class B Member may be removed by reason of the provisions of Sections 13.4(a)(1), 13.4(a)(3), 13.4(a)(5), 13.4(a)(7), the Class A Members shall give notice to the Class B Member of the behavior of the Class B Member which represents the grounds for the removal and the Class B Member involved shall be given a reasonable period of time, not to exceed 30 days, in which to cure such behavior.

(c) Upon a Class B Member being removed as a Member for Cause, (i) the former Member shall have the status of a transferee of a Member's Units who is not admitted as a substitute Member and (ii) the Class A Members shall have the option to purchase the removed Member's Units in the manner and upon the terms and conditions as set forth in Section 13.4(d).

(d) The Class A Members' options to purchase a former Member's Units pursuant to Section 13.4(c) shall be exercised in the same manner and upon the same terms and conditions as set forth in Section 13.3 and Section 13.5, except that:

(1) the term "Option Members" shall refer to the Class A Members;

(2) the Option Members shall have the option to purchase all or any portion of the Units owned by such former Member at the time such former Member is removed for Cause;

(3) the Option Members' option period shall begin upon the date such former Member is removed for Cause; and

(4) upon the failure or neglect of the Option Members to purchase all of the Units owned by such former Member, the unpurchased Units may not be transferred except pursuant to the terms of this Section 13.

13.5 Purchase Price and Terms.

(a) The purchase price for all of an Interest Holder's Units to be purchased pursuant to the exercise of the Involuntary Option shall be the Capital Account of such Interest Holder as of the close of the month during which the exercise of the Involuntary Option occurs ("Effective Date"), prorated if less than all of an Interest Holder's Units are to be purchased; provided, however, that if the Interest Holder has a zero or negative Capital Account, the purchase price for all of the Interest Holder's Units shall be One Dollar. Such Capital Account shall be adjusted to reflect allocations of Net Income or Net Loss and Regulatory Allocations of the Company through the Effective Date and contributions by, and distributions to, the Interest Holder since the close of the Company's last Fiscal Year to the extent such adjustments have not already been reflected in the Capital Account of the Interest Holder on the books of the Company. The sale shall be effective as of the Effective Date.

(b) The purchase price shall, at the option of the purchaser, be paid either (1) by cashier's or certified check on the closing date or (2) at least 20% by cashier's or certified check on the closing date, with the balance represented by a promissory note of the purchaser dated as of the Effective Date, bearing interest at the applicable Federal rate (within the meaning of section 1274(d) of the Code), payable in not more than five equal annual installments of principal together with accrued interest.

(c) The closing date shall occur on or before 30 days following the exercise of the Involuntary Option. At the closing, the selling Interest Holder shall execute such instruments of assignment as shall be requested by the purchaser conveying the Units purchased free and clear of all liens and encumbrances whatsoever. If the selling Interest Holder fails to execute such document, the Manager may do so pursuant to the power of attorney granted in Section 13.9.

13.6 Substitute Member. Except as otherwise provided herein, no assignee of a Member's Units shall have the right to become a substitute Member unless all of the following conditions are satisfied:

(a) except in the case of death or adjudication of incompetency or insanity, the fully executed and acknowledged written instrument of assignment has been filed with the Company setting forth the intention of the assignor that the assignee become a substitute Member in place of the assignor with respect to the Units assigned;

(b) the assignor (except in the case of death) and assignee execute and acknowledge such other instruments as the Manager deems necessary or desirable to effect such admission, including, but not limited to, the written acceptance and adoption by the assignee of the provisions of this Agreement; and

(c) the Manager has consented to the assignment and substitution, which shall be in the Manager's sole and absolute discretion.

13.7 Death, Incompetency, Etc. of Member. Upon the occurrence of any of the events set forth in § 7-16-38 of the Act with respect to an Interest Holder, the successor-in-interest of such Interest Holder shall have all of the rights of an Interest Holder for the purposes of managing or settling such Interest Holder's estate and, if the Interest Holder was a Member, upon compliance with the provisions of Section 13.6, may become a substitute Member. In all of the above events, the successor-in-interest shall not have the right to demand payment for the Units.

13.8 Admission of New Member. Except as provided in Section 4.3, no new Member may be admitted to the Company without the consent of the Members. For purposes of this Section 13.8, a substitute Member shall not be considered a new Member.

13.9 Power of Attorney. Each Interest Holder, as well as persons who subsequently become Interest Holder, hereby irrevocably constitutes and appoints the Manager from time to time, with full power of substitution, as such Interest Holder's true and lawful attorney-in-fact, with full power and authority, in such Interest Holder's name, place and stead, to make, execute, and acknowledge all instruments of assignment as contemplated in this Section 13 if the Interest Holder is the seller and fails to do so. The power of attorney hereby granted to the

Manager is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, bankruptcy or adjudication of incompetency or insanity of the Interest Holder granting it.

14. CERTIFICATES.

14.1 Certificates. The Manager shall determine whether Units shall be represented by certificates. If the Manager determines there shall be certificates representing Units, such certificates shall be in such form as may be determined by the Manager. Such certificates shall be signed by the Manager. The signature of the Manager upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units, class of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like class and number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Company as the Manager may prescribe.

14.2 Transfer of Certificates. Transfer of Units shall be made on the books of the Company only in accordance with the terms of this Agreement and only by the registered holder thereof, or by the registered holder's legal representative who shall furnish proper evidence of authority to transfer, or by the registered holder's attorney-in-fact thereunto authorized by power of attorney duly executed and filed with the Company, and on surrender for cancellation of the certificate for such Units. The person in whose name Units stand on the books of the Company shall be deemed the owner thereof for all purposes as regards the Company.

14.3 Legend on Certificates. All certificates representing Units shall bear the following legend (in addition to any other legend that counsel to the Company shall deem appropriate):

> "The Units represented by this certificate are subject to, and are transferable only in compliance with, the Operating Agreement of the Company dated as of October 30, 2017, a copy of which is on file at the principal office of the Company."

15. TAX MATTERS PARTNER; PARTNERSHIP REPRESENTATIVE.

15.1 Tax Matters Partner.

(a) With respect to tax years beginning on or before December 31, 2017, the tax matters partner ("TMP") for the Company shall be the Manager, or if the Manager is not a Member, such Member elected by the Members to act as such. Any Member elected to be the TMP shall continue as such until the Member ceases to be a Member, resigns as TMP or is removed as TMP by the vote of the Members. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue

Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by a Member in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of the Member being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in the Member's duties involved in acting as TMP.

(d) Nothing herein shall constitute an election to be subject to the partnership level audit procedures of section 6221 *et seq.* of the Code.

15.2 Partnership Representative.

(a) With respect to tax years beginning after December 31, 2017, the provisions of this Section 15.2 shall apply and the Members shall designate a person or entity to serve as the partnership representative of the Company for purposes of Subchapter C of Chapter 63 of the Code ("Partnership Representative") and any comparable provisions of state or local law. Unless otherwise designated by the Members, the Partnership Representative shall be RWE.

(b) If the Company qualifies under section 6221(b) of the Code to elect to have Subchapter C of Chapter 63 of the Code not apply to the Company, the Manager shall cause the Company to make such election.

(c) If any "partnership adjustment" as defined in section 6241(2) of the Code ("Partnership Adjustment") is determined with respect to the Company, the Partnership Representative shall promptly notify the Members of receipt of a notice of final partnership adjustment ("NFPA"). The Members shall determine whether to file a petition in Tax Court, cause the Company to pay the amount of the Partnership Adjustment or make the election under section 6226 of the Code and notify the Partnership Representative in writing within 10 days of their receipt of notice of the NFPA of their recommended action or actions.

(d) If any Partnership Adjustment is finally determined and the Company has not made an election under section 6226 of the Code, then (1) the Interest Holders shall take such actions as requested by the Partnership Representative including, but not limited to, filing amended tax returns and paying any tax due in accordance with section 6225(c)(2) of the Code, (2) the Partnership Representative shall use commercially reasonable efforts to make any modifications available under sections 6225(c)(3), (4) and (5) of the Code, and (3) any imputed underpayment determined in accordance with section 6225 of the Code or Partnership Adjustment that does not give rise to an imputed underpayment shall be apportioned among the current and former Interest Holders who were Interest Holders for the taxable year of the Partnership

Adjustment ("Adjustment Partners") in such manner as may be necessary (as determined by the Partnership Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the Partnership Adjustment and any associated interest and penalties are borne by the Adjustment Partners based upon their relative ownership of Units in the taxable year with respect to which the Partnership Adjustment was made.

(e) The obligations of each Interest Holder under this Section 15.2 shall survive after an Interest Holder ceases to be an Interest Holder for any reason including, but not limited to, the transfer of the Interest Holder's Units, withdrawal of the Interest Holder, dissolution of the Company or termination of this Agreement.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF INTEREST HOLDERS.

16.1 Representations, Warranties and Covenants of Interest Holders. Each of the Interest Holders hereby represents and warrants to, and agrees with, the Company that:

(a) The Interest Holder has the full right, power and authority to execute, deliver and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered on behalf of the Interest Holder and constitutes the valid and binding obligation of the Interest Holder in accordance with its terms.

(c) The Interest Holder is not subject to any restriction or agreement which prohibits or would be violated by the execution hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(d) The Interest Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, or has obtained the advice of an advisor who is so qualified.

(e) The Interest Holder has been advised that the Units have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under the laws of any other jurisdiction, nor does the Company contemplate registering the Units. Accordingly, the Units must be held by the Interest Holder indefinitely unless such Units are subsequently registered under the Securities Act or an exemption from such registration is available.

(f) The Units are being acquired for the Interest Holder's own account, solely for investment purposes and not with a view toward resale, distribution or other disposition and will not be sold, transferred or disposed of except pursuant to an effective registration statement under the Securities Act or an exemption therefrom, as determined by, or with the approval of, counsel satisfactory to the Company.

(g) The Interest Holder recognizes that an investment in the Company involves great risks, including a possible total loss of the Interest Holder's investment, and the Interest Holder has taken full cognizance of, and understands all of, the risk factors related to such investment.

(h) The Interest Holder or, if applicable, the Interest Holder's advisor, has had full access to all information necessary to make a determination of whether to invest in the Company and has had an opportunity to ask questions of the Manager concerning an investment in the Company.

17. GENERAL.

17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement (other than notices of Members' meetings) shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed facsimile, by e-mail (with confirmation of transmission) or by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office;

or

(2) If given to an Interest Holder, to the Interest Holder at the mailing or e-mail address set forth in the records of the Company.

Notices of Members' meetings shall be in writing and may be sent as provided above, except that mailed notices may be sent by regular mail, and shall be sent not less than five days prior to the meeting.

(b) All notices, demands and requests (other than notices of Members' meetings) shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax or confirmed e-mail, or upon being deposited in the United States mail in the manner provided in Section 17.1(a). However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax or e-mail, or the date on the return receipt, as applicable.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the Members; provided, however, that the written consent of the Members holding a majority of the Units within a particular class shall also be required for any modification or amendment to this Agreement which has a material and disproportionately adverse effect on such class of Members' economic rights hereunder.

(b) In addition to any amendments authorized by Sections 4.5(b) and 17.2(a), this Agreement may be amended from time to time by the Manager without the consent of any of the Interest Holders to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with

respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (1) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (2) any information which is disclosed upon the consent of the Manager. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) It is agreed between the parties that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.3(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.3 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.4 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Arbitration. Except as otherwise provided in Section 17.3(b), if any dispute shall arise between the Interest Holders as to their rights or liabilities under this Agreement, the dispute shall be exclusively determined, and the dispute shall be settled, by arbitration in

accordance with the commercial rules of the American Arbitration Association. The arbitration shall be held in Providence, Rhode Island before a panel of three arbitrators, all of whom shall be chosen from a panel of arbitrators selected by the American Arbitration Association (or such other independent dispute resolution body to which they shall mutually agree). Each of the parties to the dispute shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (or such other independent body to which they shall mutually agree). The decision of the arbitrators shall be final and binding upon the Interest Holders and the Company and judgment upon such award may be entered in any court of competent jurisdiction. The costs of the arbitrators and of the arbitration shall be borne one-half by each of the parties. The costs of each party's counsel, accountants, etc., as well as any costs solely for their benefit, shall be borne separately by each party. **EACH OF THE INTEREST HOLDERS HEREBY ACKNOWLEDGES THAT THIS PROVISION CONSTITUTES A WAIVER OF THEIR RIGHT TO COMMENCE A LAWSUIT IN ANY JURISDICTION WITH RESPECT TO THE MATTERS WHICH ARE REQUIRED TO BE SETTLED BY ARBITRATION AS PROVIDED IN THIS SECTION 17.7.**

17.8 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective executors, administrators, heirs, successors and assigns.

17.9 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island without regard to its conflict of laws rules.

17.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

17.11 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

17.12 No Right of Partition. The Interest Holders hereby agree that the Company's properties are not, and will not be, suitable for partition. Accordingly, each of the Interest Holders hereby irrevocably waives any and all rights which such Interest Holder may have to maintain an action for partition of any of the Company's properties.

17.13 Default Rules. Regardless of whether this Agreement specifically refers to particular default rules set forth in the Act ("Default Rule"), (A) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

17.14 Construction. The parties acknowledge that they have each participated in the preparation of this Agreement and that this Agreement shall be construed without regard to the identity of the party who drafted its various provisions and any rule of construction that a document is to be construed against the drafting party shall not apply.

17.15 Acknowledgment of Representation. This Agreement has been drafted by Bingham Greenebaum Doll LLP, as legal counsel to RWE. Each Member acknowledges that such Member has reviewed the contents of this Agreement and fully understands its terms. Each Member acknowledges and is fully aware (a) of such Member's right to the advice of counsel independent from that of the Company, (b) that a conflict exists among the Members' and the Company's individual interests with respect to this Agreement, and that such interests may presently and in the future be adverse, (c) that such Member should seek the advice of independent counsel, and (d) that such Member had the opportunity to seek the advice of independent counsel. Each Member further acknowledges that Bingham Greenebaum Doll LLP has provided no advice, representations or opinion to such Member regarding the tax consequences of this Agreement, and that such Member should seek the advice and consultation of such Member's own personal tax advisers with respect to such tax consequences.

17.16 Acknowledgment of Control and Potential Conflict. RWE is the manager and majority member of the Company and Bioregulatory Medical, LLC, which are the members of the Clinic. Dr. Curatola acknowledges and waives any actual or potential conflict of interest that exists or may arise in connection with RWE's exercise of its rights and control with respect to the Company, Bioregulatory Medical, LLC and the Clinic.

17.17 Regulatory Compliance.

(a) The Members acknowledge and agree that the terms for the investment of each Member's investment in the Company have been determined without regard to the volume or value of past or anticipated referrals to the Company or the Clinic. The Members further acknowledge their mutual intent and agreement that all amounts paid and/or payable under this Agreement be determined by the parties through good faith, arms' length negotiations, and that no amount paid or payable under this Agreement is intended to be, nor shall it be construed as, an inducement or payment, direct or indirect, in return for the referral of patients to the Company or the Clinic, or by the Company or the Clinic to a Member, or in return for purchasing, leasing or ordering, or recommending the purchase, lease or order of any good, service or item. The Members also acknowledge their mutual intent and agreement that the terms and provisions of this Agreement shall comply, and shall be interpreted, construed and enforced as complying, in all respects with the Medicare Anti-Kickback statute set forth at 42 USC Section 1320a-7b, and the federal self-referral law, commonly referred to as the Stark Law, set forth at 42 USC Section 1395nn, and all other applicable health care laws and regulations. If the terms and provisions of this Agreement are finally determined by a court of competent jurisdiction to represent any one, or more than one, violation of such provisions of federal law, the parties to this Agreement agree to the reasonable reformation of this Agreement to the extent necessary to cure such violation or violations.

(b) If (i) in the opinion (the "Opinion") of health care legal counsel selected by the consent of the Members, it is determined that it is more likely than not that applicable legislation, regulations, rules or procedures in effect or to become effective as of a date certain will have, or (ii) the Company receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to in this Section as an "Action") that will have, in either case, the effect of subjecting the parties to civil or criminal prosecution under state and/or federal laws, or other material adverse proceedings on the basis of

their participation in this Agreement or referral of patients to the Company or the Clinic, then the Members shall attempt in good faith to amend this Agreement to the minimum extent necessary to comply with such legislation, regulations, rules or procedures or to avoid such Action. If such an amendment cannot be made, the Members agree to take such action as recommended by the health care legal counsel selected by the consent of the Members to comply with such legislation, regulations, rules or procedures or to avoid such Action.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ROBERT WOODFORD ENTERPRISES, LLC

By: _____
Michael Baldwin, Manager
("RWE")

_____
GERALD P. CURATOLA, DDS
("Dr. Curatola")

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EXHIBIT A

Member	Initial Capital Contribution
1. Robert Woodford Enterprises, LLC	$[_____]
2. Gerald P. Curatola, DDS	$0.00
Total:	$[_____]

EXHIBIT B

Member	Class A Units	Class B Units	Total Units
Robert Woodford Enterprises, LLC	-650-	-0-	-650-
Gerald P. Curatola, DDS	-0-	-350-	-350-
Totals:	-650-	-350-	-1,000-

COMMONWEALTH OF KENTUCKY

Alison Lundergan Grimes
Secretary of State

Certificate

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF ORGANIZATION OF

ROBERT WOODFORD ENTERPRISES, LLC FILED DECEMBER 21, 2016;

ARTICLES OF AMENDMENT FILED SEPTEMBER 26, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 5th day of October, 2017.

COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE

Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
rpacheco/0971117 - Certificate ID: 194330

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of St

LAOO
0971117.06
Alison Lundergan Grimes
Secretary of State
Received and Filed
12/21/2016 10:35:17 AM
Fee receipt: $40.00

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Articles of Organization
Limited Liability Company

KLC

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

Article I: The name of the company is

Robert Woodford Enterprises, LLC

Article II: The street address of the company's initial registered office in Kentucky is

3500 National City Tower, 101 South 5th St., Louisville, KY 40202

and the name of the initial registered agent at that address is **3300, LLC**

Article III: The mailing address of the company's initial principal office is

3500 National City Tower, 101 South 5th St., Louisville, KY 40202

Article IV: The limited liability company is to be managed by **Members**

Executed by the Organizer on Wednesday, December 21, 2016

Name of Organizer: **John Lueken**

Signature of individual signing on behalf of Organizer:
John Lueken

I, **3300, LLC**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Ross Cohen

0971117.06 balimonos
AMD

Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
9/26/2017 1:21 PM
Fee Receipt: $40.00

ARTICLES OF AMENDMENT TO THE ARTICLES OF ORGANIZATION OF ROBERT WOODFORD ENTERPRISES, LLC

The undersigned, being the sole Member of **ROBERT WOODFORD ENTERPRISES, LLC**, a Kentucky limited liability company ("Company"), desiring to amend the Articles of Organization filed with the office of the Secretary of State of the Commonwealth of Kentucky on December 21, 2016, does hereby state the following:

1. **NAME.** The name of the Company is Robert Woodford Enterprises, LLC.

2. **TEXT OF AMENDMENT.** Article IV of the Company's Articles of Organization is hereby amended in its entirety to read as follows:

> "**ARTICLE IV:** The limited liability company is to be managed by one or more manager(s)."

3. **DATE OF ADOPTION.** The amendment was adopted by the consent of the sole member of the Company on SEPTEMBER 22, 2017.

4. **ADOPTION.** The amendment was duly adopted by the sole member in accordance with the provisions of KRS Chapter 275.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Organization this 22 day of SEPTEMBER, 2017.

X Robert W Dulaney
ROBERT W. DULANEY, Sole Member

This Instrument was prepared by:

John S. Lueken

John S. Lueken, Esq.
Bingham Greenebaum Doll LLP
3500 PNC Tower
101 S. Fifth Street
Louisville, KY 40202
(502) 587-3509

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

ROBERT WOODFORD ENTERPRISES, LLC

SEPTEMBER 22, 2017

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TABLE OF DEFINED TERMS

OPERATING AGREEMENT
OF
ROBERT WOODFORD ENTERPRISES, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("**Agreement**") is entered into and effective as of the 22 day of SEPTEMBER, 2017 (the "**Effective Date**"), by **ROBERT W. DULANEY**, an individual residing in Louisville, Kentucky ("**Member**").

RECITALS:

A. Robert Woodford Enterprises, LLC was formed as a Kentucky limited liability company under the name Robert Woodford Enterprises, LLC (the "**Company**") on December 21, 2016, by filing Articles of Organization with the Kentucky Secretary of State.

B. Prior to the Effective Date, the Company was governed by an Operating Agreement dated December 21, 2016 (the "**Operating Agreement**"), entered into by Member, the sole member of the Company as of such date.

C. The Member desires that the management of the Company be changed from member-managed to manager-managed such that its management be vested in one or more managers.

D. In connection with the foregoing and to reflect certain other changes, the Member desires to amend and restate the Operating Agreement in its entirety as provided herein.

AGREEMENT:

NOW, THEREFORE, the Member hereby agrees that the Operating Agreement is amended and restated in its entirety to read as follows:

1. FORMATION. The Company was previously formed as a limited liability company pursuant to the provisions of the Kentucky Limited Liability Company Act ("**Act**").

2. NAME AND OFFICE.

*2.1 **Name.*** The name of the Company is Robert Woodford Enterprises, LLC.

*2.2 **Principal Office.*** The principal office of the Company shall be at 3500 PNC Tower, 101 S. Fifth Street, Louisville, KY 40202, or at such other place as shall be determined by the Manager (hereinafter referred to). The books of the Company shall be maintained at such principal place of business or such other place that the Manager shall deem appropriate. The Company shall designate an agent for service of process in Kentucky in accordance with the provisions of the Act. The Manager shall maintain, at the Company's principal office, those items referred to in KRS 275.185(1).

3. PURPOSES AND TERM.

*3.1 **Purposes.*** The purposes of the Company are as follows:

(a) To promote education in the field of biological medicine.

(b) To engage in all other lawful activities in which a limited liability company may engage under the Act as determined by the Manager and approved by the Member.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement. The Company shall not engage in any business other than as set forth in Section 3.1, nor take any action not contemplated in this Agreement.

3.3 Term. The term of the Company commenced as of the date of the filing of its initial Articles of Organization with the Kentucky Secretary of State's office, and shall continue until dissolved in accordance with Section 11.

4. CAPITAL.

4.1 Capital Contributions of Member. The initial capital contribution of the Member is set forth in the Company's books and records. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute to, or loan money to, the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Manager shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by the Member's duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Manager. Withdrawals therefrom shall be made upon such signature or signatures as the Manager may designate. Company funds shall not be commingled with those of any other person or entity.

7. **NET INCOME AND NET LOSS.** All net income or net loss of the Company shall be for the account of the Member.

8. **FEDERAL INCOME TAX ELECTIONS.** It is the intention of the Member that for Federal income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. **DISTRIBUTIONS.** The Manager shall determine, in the Manager's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property. Notwithstanding the foregoing, the Company shall distribute, not later than 90 days after the close of each Fiscal Year, to the extent not previously distributed, an amount which the Manager determines is necessary for the Member to pay the Member's Federal, state and local income taxes (taking into account the deductibility of state and local taxes for Federal income tax purposes) on the Company's taxable income to the extent the Company has net cash flow with respect to such Fiscal Year, but not to the extent the Member would receive a state tax credit with respect to state taxes paid by the Company. In determining the income taxes of the Member on the Company's income, the Manager shall assume that the Member is a resident of Kentucky and in the highest marginal income tax brackets.

10. **MANAGEMENT.**

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Manager during the term of the Company, including its liquidation and dissolution. Except as otherwise specifically provided herein, the Member, unless also the Manager, shall not have any voice in, or take any part in, the management of the business of the Company, nor have the authority or power to act on behalf of the Company in any manner whatsoever.

(b) Except as otherwise provided herein or in the Act, the Manager shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a manager of a limited liability company pursuant to the Act. Except as otherwise provided herein or in the Act, the Manager may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. Notwithstanding anything herein to the contrary, the Manager shall not have the authority to do any of the following without the consent of the Member: (1) sell or otherwise dispose of all, or substantially all, of the assets of the Company or any person, corporation, partnership, limited liability company, trust or other entity that is (directly or indirectly) controlled by the Company or in which the Company (directly or indirectly) owns any equity interest (collectively the "**Subsidiaries**"); (2) merge or consolidate the Company or any of its Subsidiaries with another entity; (3) borrow any amount of money in excess of $10,000 in the name of or on behalf of the Company or any of its Subsidiaries; (4) encumber the assets of the Company or any of its Subsidiaries; or (5) issue additional equity interests in the Company or any of its Subsidiaries. In dealing with the Manager, no person shall be required to inquire into the

authority of the Manager to bind the Company. The Manager may delegate any portion of the Manager's authority hereunder to others, in which event such others shall have such authority as has been delegated to them. If the Manager so elects, the Manager may delegate authority to parties designated as officers of the Company, in which case such officers shall have the same duties and responsibilities officers of Kentucky corporations having such titles would have.

(c) The initial manager of the Company ("**Manager**") shall be Michael Baldwin. Michael Baldwin shall remain the Manager so long as he does not die, resign as the Manager and is not removed as the Manager by the Member. A Manager may be removed at any time, with or without cause, and a replacement Manager elected, upon the decision of the Member. A Manager need not be a Member.

10.2 Standard of Care of Manager; Indemnification.

(a) The Manager shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by the Manager in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless the Manager has committed gross negligence or willful misconduct with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the Manager for, and hold the Manager harmless from, any loss or damage incurred by the Manager by reason of any act or omission so performed or omitted by the Manager so long as the Manager acted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless the Manager has committed gross negligence or willful misconduct with respect to such acts or omissions. To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Manager who is a party to a proceeding in advance of final disposition of such proceeding provided the Manager agrees to reimburse the Company should it ultimately be determined that the Manager was not entitled to indemnification pursuant to the provisions of this Section 10.2(b). The Company may purchase and maintain insurance on behalf of the Manager against any liability asserted against or incurred by the Manager as a result of being the Manager, whether or not the Company would have the power to indemnify the Manager against the same liability under the provisions of this Section 10.2(b) or the Act.

10.3 Compensation for Services. The Manager shall be entitled to receive such compensation, if any, as the Member shall determine.

10.4 Other Activities; Related Party Transactions.

(a) The Manager shall devote such of the Manager's time to the affairs of the Company's business as the Manager shall deem necessary. The Manager and the Manager's Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures

of any nature and description, independently or with others, regardless of whether such activities are competitive with those of the Company. Neither the Company, nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Manager shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company; and the Manager and the Manager's Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Member. For purposes of this Agreement, the term "**Affiliate**" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, the Manager.

(b) The fact that the Manager or the Manager's Affiliates are directly or indirectly interested in, or connected with, any individual or entity employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Manager from employing any such individual or entity, or from otherwise dealing with such individual or entity, and neither the Company nor the Member shall have any rights in or to any income or profits derived therefrom. All such dealings with the Manager or the Manager's Affiliates will be (1) fully disclosed to the Member and (2) on terms which are no less favorable to the Company than could be obtained in a comparable arm's-length transaction.

11. DISSOLUTION.

11.1 Dissolution. Notwithstanding anything in the Act (other than a nonwaivable provision of the Act) to the contrary, the Company shall dissolve upon, but not before, the decision of the Member to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Member, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 11.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

11.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

11.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Manager determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

12. ASSIGNMENT AND ADDITION OF MEMBERS.

12.1 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's interest in the Company. The transferee shall automatically become a substitute Member.

12.2 Death, Bankruptcy, Incompetency, Etc. of Member. Upon the occurrence of any of the events set forth in KRS 275.280(1)(d) through (j) with respect to the Member, the successor-in-interest of the Member shall automatically become a substitute Member in the place of the Member.

13. GENERAL.

13.1 Amendment. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

13.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

13.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

13.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Member and his executors, administrators, heirs, successors and assigns.

13.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

13.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

13.8 Default Rules. Regardless of whether this Agreement specifically refers to particular default rules set forth in the Act ("**Default Rules**"), (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as

modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

[*Signature Appears on the Following Page*]

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date first above written.

X _____
ROBERT W. DULANEY

("Member")

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